

CSR No. _____

PETITION FOR SPECIAL RELIEF

DWT 18308258v6 0107080-000008

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SUMMARY

Comcast of Potomac, LLC (“Comcast”) seeks Commission recognition that it faces “effective competition” in the Maryland communities of Chevy Chase Village, Chevy Chase Section 3, Laytonsville, and Poolesville (collectively the “Franchise Areas”).

Comcast is subject to effective competition in each of the Franchise Areas under the Competing Provider Test. The two major direct broadcast satellite providers (DirecTV and Dish Network) (“DBS Providers”) are unaffiliated with Comcast and “offer” programming service that is comparable to Comcast to more than 50 percent of the households in the Franchise Areas. The combined subscriber penetration rate for all competing MVPDs (including the two DBS Providers and Verizon) exceeds the 15 percent threshold specified under the Competing Provider Test in each of the Franchise Areas.

Comcast is also subject to effective competition in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas under the Local Exchange Carrier (“LEC”) Test. Verizon is the incumbent LEC in Montgomery County, Maryland, where the Franchise Areas are located and has a franchise agreement authorizing it to provide competing cable television service in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas. Verizon has constructed FiOS TV plant and “offers” video programming service to customers throughout these two Franchise Areas. Verizon has marketed FiOS TV extensively throughout the Washington, D.C. metropolitan area, and residents of the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas are well “aware” of this competing cable service (which includes video programming “comparable” to Comcast’s).

Accordingly, Comcast respectfully requests that the Commission promptly issue an order acknowledging the presence of effective competition in each of the Franchise Areas under the Competing Provider Test. With regard to the Chevy Chase Village and Chevy Chase Section 3

Franchise Areas, the Commission should also acknowledge the presence of effective competition under the LEC Test.

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
Comcast of Potomac, LLC)	
)	CSR No. _____
For Determination of Effective Competition in:)	
Chevy Chase Village, MD (MD0277))	
Chevy Chase Section 3, MD (MD0472))	
Laytonsville, MD (MD0235))	
Poolesville, MD (MD0228))	
 To: Office of the Secretary		
Attn: Chief, Media Bureau		

PETITION FOR SPECIAL RELIEF

Comcast of Potomac, LLC, ("Comcast"), pursuant to Sections 76.7 and 76.907 of the Commission's rules,¹ requests that the Commission find that Comcast's cable operations face "effective competition" in the above-captioned Maryland franchise areas (collectively the "Franchise Areas").

The Communications Act of 1934, as amended (the "Act"), and the Commission's rules provide that cable television rates may be regulated only in the absence of effective competition.² Cable operators are entitled to demonstrate that effective competition exists on a franchise-by-franchise basis.³ When a cable operator demonstrates that effective competition exists within a franchise area, cable rates in the affected area are no longer subject to regulation.⁴

¹ 47 C.F.R. §§ 76.7 and 76.907.

² 47 U.S.C. § 543(a)(2); 47 C.F.R. § 76.905(a).

³ 47 C.F.R. § 76.907.

⁴ See *Implementation of Sections of the Cable Television Consumer Protection and Competition Act of 1992, Rate Regulation*, 8 FCC Rcd. 5631, 5664-5665 (1993) ("Rate Order").

Under the “competing provider” test set forth in Section 623(1)(1)(B) of the Act and Section 76.905(b)(2) of the Commission’s rules (the “Competing Provider Test”), a cable system will be deemed subject to effective competition if:

- (i) the franchise area is served by at least two unaffiliated multichannel video programming distributors (“MVPDs”), each of which offers comparable programming to at least 50 percent of the households in the franchise area; and
- (ii) the number of households subscribing to multichannel video programming other than the largest MVPD exceeds 15 percent of the households in the franchise area.⁵

As demonstrated below, the Competing Provider Test is easily satisfied in each of the Franchise Areas – Chevy Chase Village, Chevy Chase Section 3, Laytonsville, and Poolesville - because two unaffiliated DBS providers serve over 50 percent of the Franchise Area’s households with programming comparable to Comcast, and the aggregate penetration rate reported for all “competing providers” far exceeds the 15 percent threshold in each of the Franchise Areas.⁶

Under the local exchange carrier (“LEC”) test set forth in Section 623(1)(1)(D) of the Act and Section 76.905(b)(4) of the Commission’s rules (the “LEC Test”), a cable system will be deemed subject to effective competition if:

A local exchange carrier or its affiliate . . . offers video programming services directly to subscribers . . . in the franchise area of an unaffiliated cable operator which is providing cable service in that franchise area, but only if the video

⁵ 47 U.S.C. § 543(1)(1)(B)(i) and (ii); 47 C.F.R. § 76.905(b)(2)(i) and (ii).

⁶ In the Laytonsville and Poolesville Franchise Areas, Comcast is relying solely on DBS subscriber data. As explained below, in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas, the competing penetration figure includes subscribers from local MVPD competitor Verizon, as well as from the two major DBS providers.

programming services so offered in that area are comparable to the video programming services provided by the unaffiliated cable operator in that area.⁷

As demonstrated below, the LEC Test (in addition to the Competing Provider Test) is satisfied in two of the Franchise Areas – Chevy Chase Village and Chevy Chase Section 3.

I. THE COMPETING PROVIDER TEST IS SATISFIED IN EACH OF THE FOUR FRANCHISE AREAS

The two prongs of the Competing Provider Test are straightforward and objective. Both prongs of this test are clearly satisfied in each of the Franchise Areas.

A. Multiple Unaffiliated MVPDs Offer Programming Comparable to Comcast to Over 50 Percent of the Households in the Franchise Areas.

The first prong of the Competing Provider Test requires that a franchise area must be served by “at least two unaffiliated multichannel video programming distributors...”⁸ This requirement is easily satisfied, because the two major direct broadcast satellite providers (DirecTV and Dish Network) (“DBS Providers”) are both unaffiliated with Comcast and both “offer” programming that is comparable to Comcast to more than 50 percent of the households in Comcast’s Franchise Areas.

Service of an MVPD is deemed “offered” under the Competing Provider Test when it is both *technically* and *actually* available.⁹ The Commission has determined that DBS service is presumed to be “technically available” throughout the country due to its nationwide satellite

⁷ 47 U.S.C. § 543(l)(1)(D); 47 C.F.R. § 76.905(b)(4).

⁸ 47 U.S.C. § 543(1)(1)(B)(i); 47 C.F.R. § 76.905(b)(2)(i). Section 602 of the Communications Act of 1934, as amended, defines “multichannel video programming distributors” to include cable operators, as well as DBS and MMDS providers. *See* 47 U.S.C. § 522(13).

⁹ *Rate Order* ¶ 29.

footprint.¹⁰ Comcast's Franchise Areas are well within the satellite footprint of DirecTV and Dish Network. Thus, both DirecTV and Dish Network are "technically available" in the Franchise Areas.

DBS service is presumed to be "actually available" if households in a franchise area are made "reasonably aware" that the service is available.¹¹ The Commission has stated that "a party may use evidence of penetration rates in the franchise area (the second prong of the competing provider test ...) coupled with the ubiquity of DBS services to show that consumers are reasonably aware of the availability of DBS service."¹² The same reasoning applies here. DirecTV and Dish Network are among the largest MVPDs in the nation.¹³ With approximately

¹⁰ See *MediaOne of Georgia, Inc; Petition for Revocation of the Certification of Gwinnett County, Georgia*, 12 FCC Rcd. 19406, ¶ 5 n.16 (1997) (citing *Rate Order* at 5660-5661).

¹¹ See *Rate Order* ¶ 32 (Citations omitted). See also *Charter Communications, LLC d/b/a Charter Communications Petition for Determination of Effective Competition in Fourteen North Carolina Communities, et al*, 19 FCC Rcd. 7003, ¶ 4 (2004).

¹² *Comcast Cable Communications, LLC Petition for Determination of Effective Competition in Various Michigan Communities*, 23 FCC Rcd. 9595, ¶ 5 (2008), citing *Mediacom Illinois LLC et al., Eleven Petitions for Determination of Effective Competition in Twenty-Two Local Franchise Areas in Illinois and Michigan*, 21 FCC Rcd. 1175 (2006) ("Comcast – Various Michigan Communities"). Thus, the Commission has not required the production of advertising to demonstrate that households in the franchise area are "reasonably aware" of the availability of DBS service. See also *Bright House Networks, LLC Petition for Determination of Effective Competition (Lake Alfred and Dundee FL)*, 22 FCC Rcd. 4390, ¶ 6 (2007) ("Over more than ten years, we have made hundreds of findings that households in particular franchise areas are reasonably aware that they may purchase DBS services based on localized evidence. These accumulated showings amount to substantial evidence that households in all franchise areas are reasonably aware that they may purchase DBS services. In at least one earlier reported decision, we found households in a franchise area to be reasonably aware that they may purchase DBS service solely based on evidence of DBS's nationwide growth and local subscriptions, without reference to advertising or other promotion.") ("*Bright House Networks – Florida*").

¹³ See *Annual Assessment of the Status of Competition in the Market for the Delivery of Video Programming (Fourteenth Order)*, 27 FCC Rcd. 8610, ¶ 31 (2012) ("14th Report").

34 million subscribers nationwide,¹⁴ comprising nearly 34 percent of all MVPD subscribers,¹⁵ ubiquitous advertising, and the substantial DBS penetration figures in the Franchise Areas, it is clear that consumers in the Franchise Areas are “reasonably” aware of the availability of DBS competitors.¹⁶

The Competing Provider Test also requires that the programming offered by the competing providers must be “comparable” to the programming offered by the cable operator.¹⁷ The Commission’s rules define comparable programming as “at least 12 channels of video programming, including at least one channel of nonbroadcast service programming.”¹⁸ The Commission has repeatedly recognized that the DBS Providers offer comparable programming to Comcast under the Commission’s Competing Provider Test.¹⁹ Each of the DBS Providers

¹⁴ See Press Release, DirecTV, *DirecTV Announces Second Quarter 2012 Results* (Aug. 2, 2012) (reporting that, as of June 30, 2012, DirecTV (US) had 19.91 million subscribers), available at <http://investor.directv.com/releasedetail.cfm?ReleaseID=697550>; Press Release, DISH Network, *DISH Network Reports Second Quarter 2012 Financial Results* (Aug. 8, 2012) (reporting that, as of June 30, 2011, Dish Network had approximately 14.061 million subscribers), available at <http://dish.client.shareholder.com/releasedetail.cfm?ReleaseID=699102>.

¹⁵ See 14th Report ¶ 31. See also Georg Szalai, *Pay TV Operators Added 300,000 Subscribers in Fourth Quarter*, The Hollywood Reporter, March 19, 2012 (citing SNL Kagan report of 100.31 million video subscribers by the end of 2011), available at <http://www.hollywoodreporter.com/news/pay-tv-operators-added-subscribers-fourth-quarter-snl-kagan-showtime-starz-hbo-301624>.

¹⁶ See, e.g., *Comcast - Various Michigan Communities* ¶ 5; *Bright House Networks - Florida* ¶ 6.

¹⁷ See 47 U.S.C. § 543(1)(1)(B)(i); 47 C.F.R. § 76.905(b)(2)(i).

¹⁸ 47 C.F.R. § 76.905(g).

¹⁹ See, e.g., *Comcast Cablevision of Maryland, Inc., Petitions for Determination of Effective Competition (Charles County, MD)*, 19 FCC Rcd. 7130, ¶ 4 (2004) (“We find that the programming of DBS providers satisfies the Commission’s program comparability criterion because DBS providers offer more than 12 channels of video programming, including more than one non-broadcast channel.”).

offer well over 100 video channels, most of which are non-broadcast services.²⁰ And, as shown in the attached channel line-up, Comcast's programming service offerings in the Franchise Areas are substantially similar to the DBS programming services.²¹

Based on the above facts, Comcast has satisfied the first prong of the Competing Provider Test.

B. The Competing Providers Serve Greater Than 15 Percent of the Households In Comcast's Franchise Areas.

The second prong of the Competing Provider Test requires that the subscriber base of competing MVPDs exceeds 15 percent of franchise area households. The Commission's rules provide that once the first prong of the Competing Provider Test is satisfied (as it is with the DBS service offerings in this case) the subscribers of *all* qualifying MVPDs count toward the 15 percent penetration figure necessary for a determination of effective competition (even if they are not available themselves to more than 50 percent of local households).²² Verizon offers competing cable service in the communities of Chevy Chase Village and Chevy Chase Section 3.²³ Accordingly, the Competing Provider subscriber tallies presented in this Petition for these

²⁰ See Channel Line-ups of DirecTV and Dish Network, attached hereto as Exhibit 1.

²¹ See Comcast Channel Line-up, attached hereto as Exhibit 2.

²² See 47 C.F.R. § 76.905(f) (Emphasis added). See also *Time Warner Entertainment Co., L.P. et al. v. FCC*, 56 F.3d 151 (D.C. Cir. 1995) (holding that the subscribers of all MVPDs, other than the largest MVPD, may be aggregated to satisfy the 15 percent threshold).

²³ Verizon's "comparable" channel line up is set forth in Exhibit 3. Verizon's video operations in other portions of Montgomery County have been recognized by the Commission as comparable to Comcast's in *Comcast of Potomac, LLC*, 24 FCC Rcd. 12505 (2009) ("*Comcast of Potomac*"). See also *infra* at II.C. (Discussion of Verizon's comparable service in Chevy Chase Village and Chevy Chase Section 3 under the LEC Test).

two Franchise Areas include subscribers from Verizon,²⁴ as well as from the two major DBS providers.²⁵ The resulting penetration figures far exceed the 15% threshold in each of the four Franchise Areas:

Chevy Chase Village	45.77%
Chevy Chase Section 3	58.67%
Laytonsville	31.50%
Poolesville	42.45%

Because DBS Providers track their subscribers according to the ZIP codes where each subscriber resides (rather than by political jurisdiction), Comcast relied on ZIP+4 codes associated with each of the Franchise Areas to determine the number of local DBS subscribers. The Commission has previously accepted the use of a ZIP+4 analysis as “reasonable and sufficiently reliable for purposes of determining the presence of effective competition,”²⁶ and has stated its preference for this approach.²⁷

²⁴ Comcast obtained Verizon’s subscribership data for the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas directly from Verizon, and such data was provided to Comcast on the condition that Comcast seek confidential treatment with respect to such information. Thus, Comcast submits Verizon’s subscriber figures for the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas as **Confidential Exhibit 4** to this Petition (with a redacted version attached).

²⁵ In contrast to the Competing Provider tallies for Chevy Chase Village and Chevy Chase Section 3, which include Verizon subscribership numbers, the Competing Provider subscriber tallies in the Laytonsville and Poolesville Franchise Areas rely solely upon data from DirecTV and Dish Network.

²⁶ See *Cable One, Inc. Petition for Determination of Effective Competition in Pocatello, Idaho*, 18 FCC Rcd. 12792, ¶ 8 (2003), quoting *Falcon Cable Systems II, a California Limited Partnership, d/b/a Charter Communications Petition for Determination of Effective Competition in Twelve Oregon Cities*, 17 FCC Rcd. 4648 (2002).

²⁷ See Public Notice, “Commission Announces New Standards for Showings of Effective Competition For Cable Service,” 23 FCC Rcd. 12067 (2008); Public Notice, “Commission Clarifies Standards for Evidence of Competing Provider Effective Competition for Cable Service,” 24 FCC Rcd. 8198 (2009).

To determine the relevant ZIP+4 codes for the Franchise Areas, Comcast contacted Media Business Corp. (“MBC,” now known as “SNL Kagan”). MBC has developed a process to accurately identify the ZIP+4 codes that correspond with the political boundaries of a particular community. This process utilizes enhanced mapping software that correlates ZIP+4 codes with the U.S. Census Department’s “block group” level households. The “block group” measurement is the most precise Census tool available to measure households within a very small geographical area. With this software, MBC was able to identify the ZIP+4 codes that lie within each of the Franchise Areas.²⁸

Comcast next provided all of the ZIP+4 codes for the Franchise Areas to the Satellite Broadcasting and Communication Association (“SBCA”). SBCA is the national trade association representing the two major DBS Providers, and it has assumed the responsibility for compiling subscribership data and responding to data requests from cable operators and franchising authorities engaged in effective competition proceedings. The DBS subscriber numbers reported in the attached Effective Competition Tracking Reports (“ECTR”) from SBCA reflect the total DBS subscribers within the individual ZIP+4 codes associated with each of the Franchise Areas.²⁹

To determine whether the DBS (and, where appropriate, the combined DBS and Verizon) subscribership exceeds the statutorily mandated 15 percent threshold in the Franchise Areas,

²⁸ See Letter from MBC (explaining ZIP+4 methodology), attached hereto as Exhibit 5.

²⁹ See **Confidential Exhibit 6**. This exhibit includes all of the relevant ZIP+4 data relied on in the Petition and the total ZIP+4-based DBS subscribership for each of the Franchise Areas. Comcast is providing a redacted version of this exhibit, which excludes the DBS subscribership numbers corresponding to the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas, in order to present the *aggregate* DBS and Verizon subscriber penetration figures and still maintain the confidential nature of the Verizon subscribership tallies for these communities.

Comcast compared the Competing Providers' combined subscribership to the most recent U.S. Census occupied household unit figures for each community.³⁰ This comparison yields the aggregate penetration rates for Competing Providers in each of the Franchise Areas.

As detailed in **Confidential Exhibit 8**, the subscriber penetration rates for the Competing DBS Providers in the Laytonsville and Poolesville Franchise Areas exceed the 15 percent threshold required under Section 623(1)(1)(B) of the Act. Likewise, the *aggregate* subscriber penetration rates for the DBS Providers and Verizon in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas, far exceed the 15 percent threshold.³¹ Accordingly, Comcast meets the second prong of the Competing Provider Test in each of the Franchise Areas.³²

³⁰ See Exhibit 7.

³¹ See **Confidential Exhibit 8**. This exhibit includes the DBS subscribership and penetration figures in the Poolesville and Laytonsville Franchise Areas, and the combined DBS and Verizon subscribership and penetration figures for the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas. As noted above, at Verizon's request, Comcast is seeking confidential treatment with respect to the Verizon subscribership data for the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas. Accordingly, Comcast is providing a redacted version of this exhibit, which excludes the DBS and Verizon subscribership numbers associated with the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas, in order to present the *aggregate* DBS and Verizon subscriber penetration figures and still maintain the confidential nature of the Verizon subscribership figures for these communities.

³² Comcast has confirmed that it is the largest MVPD in three of the four Franchise Areas – Chevy Chase Village, Laytonsville, and Poolesville. See Declaration of Warren Fitting attached hereto. In the Chevy Chase Section 3 Franchise Area, Comcast is not necessarily the largest MVPD, but it serves more than 15 percent of the relevant households, as do the combined MVPD competitors. *Id.* The Commission has recognized that where "the subscribership penetration for both [the cable operator] and the aggregate [competing provider] information each exceed 15 percent in the franchise area, the second prong of the competing provider test is satisfied." *Charter Communications – Seven Local Franchise Areas In Missouri*, 21 FCC Rcd. 1208, ¶ 5 (2006).; See also *Time Warner Entertainment – Advance/Newhouse Partnership, et al.*, 17 FCC Rcd. 23587, ¶ 6 (2002). Thus, it is immaterial which MVPD is the largest in Chevy Chase Section 3, because both Comcast and the competing MVPDs pass the 15 percent threshold.

Because Comcast meets both prongs of the Competing Provider Test in the Franchise Areas, it faces effective competition in each of the Franchise Areas.

II. THE LEC TEST IS SATISFIED IN TWO OF THE FRANCHISE AREAS

The Commission has explained that, to demonstrate the presence of effective competition under the LEC Test, a cable operator must show that a “LEC affiliate” “offers” video programming services directly to subscribers in the franchise area of a cable operator that are “comparable” to the services of the cable operator.³³ As shown below, Comcast satisfies these three elements in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas. Thus, for these two communities, *both* the Competing Provider Test *and* the LEC Test support a finding of effective competition.

Unlike the Competing Provider Test, the LEC effective competition test does *not* require the LEC to have built out its network to a specific franchise coverage area or have a certain number of subscribers.³⁴ The Commission has expressly recognized that the LEC effective

³³ See *Implementation of Cable Act Provisions of the Telecommunications Act of 1996*, 14 FCC Rcd 5296, ¶¶ 7-30 (1999) (“*Cable Act Reform Order*”).

³⁴ See *Cable Act Reform Order* ¶ 10 (“Because the definition of ‘offer’ does not include any requirement that consumers actually purchase the service, only that the service be available, we reject arguments that we should adopt penetration standards.”). The Commission consistently has rejected a requirement that cable operators submit detailed information about LECs’ pass and penetration rates in the context of effective competition petitions under the LEC Test. See, e.g., *In the Matter of CoxCom, Inc.*, 14 FCC Rcd. 7134, ¶ 24 (1999) (“Congress did not include a pass or penetration test in the LEC effective competition standard and the Commission has not indicated that it would impose such a test.”); *In the Matter of Time Warner Entertainment Co., L.P. d/b/a Warner Cable (Columbus, OH)*, 11 FCC Rcd. 17298, ¶ 14 (1996) (“With regard to the City’s proposal that the Commission ask for additional information with regard to pass and penetration rates, we decline to follow such a course.”); *Cable Act Reform Order* ¶ 11 (“Senator Hollings explained that ‘the bill changes the definition of ‘effective competition’ in the 1992 Act to *allow* cable rates to be deregulated as soon as a telephone company begins to offer competing cable service in a franchise area.’”)(Emphasis in original).

competition test requires deregulation as soon as the LEC has established a “competitive presence.”³⁵ This standard recognizes the formidable competitive power of LECs.

A. Verizon Is a Local Exchange Carrier.

Verizon is a local exchange carrier. Indeed, Verizon is the largest LEC in Maryland. According to recent Commission statistics, Verizon provides over 2 million lines to end users in Maryland,³⁶ and it has more than \$8.9 billion dollars in total telecommunications plant in service throughout Maryland.³⁷ Of course, this Maryland-specific data represents only a fraction of Verizon’s national operations and assets.³⁸ There simply is no question that Verizon’s competing cable service in Chevy Chase Village and Chevy Chase Section 3 may be properly evaluated under the LEC Test. The Commission has repeatedly found that Verizon is a LEC and relied on the LEC Test in ruling that Verizon’s local offerings constitute “effective competition” to incumbent cable operators.³⁹ In fact, the Commission reached that conclusion more than two

³⁵ See *Cable Act Reform Order* ¶ 11.

³⁶ See Selected June 30, 2011 Data Filed for the Incumbent Local Exchange Carrier Operations of the Regional Bell Operating Companies in Part II.A of Form 477, *available at* <http://www.fcc.gov/wcb/iatd/comp.html> (last visited October 15, 2012), attached hereto as Exhibit 9.

³⁷ *Statistics of Common Carriers*, 2006/2007 Edition, Federal Communications Commission, at Table 2.8, http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-301505A1.pdf (last visited September 27, 2012), attached hereto as Exhibit 10.

³⁸ See *id.*, at Table 2.1.

³⁹ See, e.g., *Cablevision Systems Long Island Corp.*, DA 09-903 (April 24, 2009); *Cablevision of Oakland Inc.*, 24 FCC Rcd. 1801 (2009); *Comcast Cable Communications, LLC (New Jersey)*, 24 FCC Rcd. 1780 (2009); *Cablevision Systems New York City Corp.*, 24 FCC Rcd. 1798 (2009); *Time Warner Cable Inc.*, 24 FCC Rcd. 875 (2009); *Comcast Cable Communications, LLC (Massachusetts)*, 25 FCC Rcd. (2008); *Coxcom, Inc.*, 23 FCC Rcd. 12130 (2008); *Comcast Cable Communications (Virginia)*, 23 FCC Rcd. 11411 (2008); *Comcast Cable Communications, LLC (Pennsylvania)*, 23 FCC Rcd. 9346 (2008).

years ago with respect to a host of other neighboring Montgomery County, Maryland communities.⁴⁰

B. Verizon “Offers” Multichannel Video Service in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas.

Under the LEC Test, a LEC’s competing cable service must be “offered” in the franchise area. In determining whether a LEC “offers” multichannel video programming, the Commission relied on the statement in the Conference Report that “[f]or purposes of Section 623(l)(1)(D) of the Communications Act, ‘offer’ has the same meaning given that term in the Commission’s rules as in effect on the date of enactment of [the 1996 Act].”⁴¹ According to that definition, the video programming service of a LEC is deemed to be “offered” in an incumbent cable operator’s franchise area:

(1) When the multichannel video programming distributor is physically able to deliver service to potential subscribers, with the addition of no or only minimal additional investment by the distributor, in order for an individual subscriber to receive service; and (2) When no regulatory, technical or other impediments to households taking service exist, and potential subscribers in the franchise area are reasonably aware that they may purchase the services of the multichannel programming distributor.⁴²

The Commission subsequently refined the definition to clarify that a LEC “offers” multichannel video programming services when the LEC has the legal authority and technical ability to provide such services in an area that “substantially overlaps” the incumbent cable operator’s service area and potential subscribers are “reasonably aware” of the LEC’s competing

⁴⁰ See *Comcast of Potomac*.

⁴¹ See *Cable Act Reform Order* ¶ 7 (quoting H.R. Rep. No. 104-458, at 170 (1996)).

⁴² 47 C.F.R. § 76.905(e).

service.⁴³ As demonstrated below, Verizon currently “offers” video programming to the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas.

1. Verizon Is Legally and Actually Able To Provide Service in Areas That “Substantially Overlap” Comcast’s Franchise Areas.

Comcast holds a non-exclusive cable television franchise to serve the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas.⁴⁴ Verizon holds a franchise to serve the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas as well.⁴⁵ Accordingly, Verizon has the legal ability to provide overlapping cable service in each of these Franchise Areas.

The 2006 Verizon Franchise Agreement with the County expressly authorizes Verizon to serve “The unincorporated area (entire existing territorial limits) of the County and incorporated areas of the Participating Municipalities ...”⁴⁶ The list of “Participating Municipalities” attached to the 2006 Verizon Franchise Agreement specifically includes the communities of Chevy Chase Village and Chevy Chase Section 3.⁴⁷

⁴³ See *Cable Act Reform Order* ¶ 13. See also *Armstrong Communications, Inc.*, 16 FCC Rcd. 1039, ¶ 11 (2001) (“The LEC Test does not specify any minimum amount of service to be offered by the LEC or include any penetration standards. It does require that the offering be substantially more than *de minimis*.”)(Footnote omitted); *Comcast Cable Communications, LLC*, 24 FCC Rcd. 1780, n.86 (2009).

⁴⁴ See “A Cable Franchise Agreement Between Montgomery County, Maryland and SBC Media Ventures, L.P.,” the relevant portions of which are attached hereto as Exhibit 11.

⁴⁵ See “Cable Franchise Agreement by and between Montgomery County, Maryland and Verizon Maryland, Inc.” (“Verizon Franchise Agreement”), approved on November 28, 2006, the relevant portions of which are attached hereto as Exhibit 12.

⁴⁶ See Exhibit 12, Verizon Franchise Agreement at ¶ 1.15 (Definition of “Franchise Area”). See also *id.* at ¶ 2.1.1 (“[T]he County and the Participating Municipalities hereby grant the Franchisee the right to own, construct, operate and maintain the Cable System in the Public Rights-of-Way within the Franchise Area for the sole purpose of providing Cable Service.”).

⁴⁷ See *id.* at Exhibit A.

In fact, Verizon has established itself as a significant provider of cable service throughout the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas. Verizon's own website confirms that Verizon is actually offering its cable service in each of these Franchise Areas on a widespread basis. In preparing this Petition, Comcast sampled specific street addresses from the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas and inquired on Verizon's website whether "FiOS TV service" is currently available at these addresses.⁴⁸ In every single case, the availability of FiOS TV service was confirmed. In fact, as shown on the Verizon website pages and mapped results included in Exhibit 14, hereto, Verizon's FiOS TV service is available to addresses on *every street* in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas. Moreover, the Chevy Chase Village and Chevy Chase Section 3 websites confirm that Verizon's FiOS TV service is available throughout the respective communities.⁴⁹ Thus, it is clear that Verizon has constructed FiOS plant and made its service available throughout the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas.

2. Potential Subscribers in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas Are "Reasonably Aware" That They May Purchase Verizon's FiOS TV Service.

Residents of the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas clearly are "aware" of Verizon's competing cable service. Indeed, Verizon has marketed extensively throughout the Washington, D.C. metropolitan area to ensure that the public is aware of its FiOS TV service.⁵⁰ Comcast submitted substantial evidence of this marketing effort two

⁴⁸ See Declaration of Marlene E. Shoemaker, attached hereto as Exhibit 13.

⁴⁹ See Exhibit 15.

⁵⁰ The Commission has stated that cable operators may rely on "advertising in regional or local media, direct mail, or any other marketing outlet" to demonstrate that potential subscribers are reasonably aware of the competitor's service. *Cable Act Reform Order* ¶ 11.

years ago in securing an effective competition determination in other portions of Montgomery County.⁵¹

As any television viewer in the Washington D.C. DMA is aware, Verizon has engaged in an extraordinary advertising campaign promoting its FiOS television service. For example, during an 18 day period in September 2012, 34 FiOS TV ads appeared on WDCW, 20 FiOS TV ads appeared on WTTG, 15 FiOS TV ads appeared on WDCA, 14 FiOS TV ads appeared on WUSA, 6 FiOS TV ads appeared on WRC, and 6 FiOS TV ads appeared on WJLA.⁵² These television stations are available over-the-air, as well as through Comcast and other MVPDs, in each of the Franchise Areas.

Verizon has not limited its promotion of FiOS TV to broadcast television advertisements. It has also advertised the availability of the FiOS TV service on local radio stations. For example, during a one week period in September 2012, 75 one-minute advertisements for Verizon FiOS TV appeared on local radio stations WWDC, WIHT, WJFK, WKYS, and WRQX.⁵³ A similar campaign on the same radio stations during one week in July 2012 included almost 100 one-minute advertisements promoting the availability of FiOS TV service.⁵⁴ Given Verizon's ubiquitous advertising, residents in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas are clearly aware of Verizon's availability.⁵⁵

⁵¹ See *Comcast of Potomac*, Petition at Exhibits 17-20.

⁵² See Kantar Media Report, attached hereto as Exhibit 16. Evidence of similar FiOS television advertising campaigns running from April 2012 to August 2012 are also included in Exhibit 16.

⁵³ *Id.*

⁵⁴ *Id.*

⁵⁵ Verizon's actual subscribership in these Franchise Areas, as identified in **Confidential Exhibits 4 and 8**, confirms that residents are aware of Verizon's availability.

C. Verizon Offers “Comparable” Multichannel Video Programming in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas.

Under the final prong of the LEC effective competition test, the programming offered by the competing LEC must be “comparable” to the programming offered by the petitioning cable operator.⁵⁶ As noted above, the Commission previously determined that “comparable” means “the offering of at least twelve channels of programming, including at least one channel of nonbroadcast service programming.”⁵⁷

As shown in the context of the Competing Provider Test analysis, Verizon’s video service easily satisfies this “comparable programming” requirement.⁵⁸ Its local FiOS TV service consists of several hundred channels, comprised of numerous nonbroadcast and broadcast channels.⁵⁹ Moreover, a comparison of channel line-ups reveals that Verizon’s FiOS TV programming services are substantially similar to Comcast’s programming services in the Franchise Areas.⁶⁰ Indeed, the Commission already recognized the “comparability” of the local FiOS TV and Comcast cable service in *Comcast of Potomac*.

CONCLUSION

Comcast has demonstrated herein that it is subject to effective competition in each of the four Franchise Areas under the Competing Provider Test. Additionally, Comcast has demonstrated that it is also subject to the effective competition in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas under the LEC Test. Based on the evidence presented

⁵⁶ See 47 U.S.C. § 543(l)(1)(D); 47 C.F.R. § 76.905(b)(4).

⁵⁷ 47 C.F.R. § 76.905(g).

⁵⁸ See I.A. *supra*.

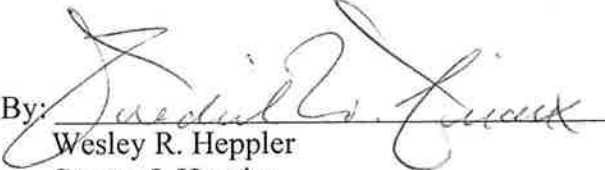
⁵⁹ See Exhibit 3.

⁶⁰ See Exhibit 2.

herein, Comcast respectfully requests that the Media Bureau issue an order acknowledging the presence of effective competition in each of the four Maryland Franchise Areas as of filing date of this Petition.

Respectfully submitted,

Comcast of Potomac, LLC

By: 
Wesley R. Heppler
Steven J. Horvitz
Frederick W. Giroux

Davis Wright Tremaine LLP

1919 Pennsylvania Avenue, N.W., Suite 800
Washington, D.C. 20006
(202) 973-4200

October 16, 2012

Its Attorneys

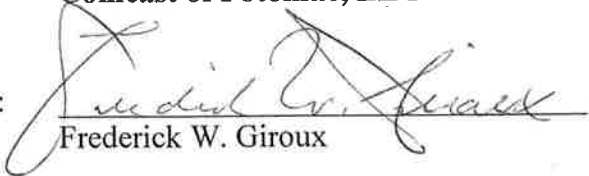
CERTIFICATION PURSUANT TO 47 C.F.R. § 76.6(a)(4)

The below-signed signatory has read the foregoing Petition for Special Relief, and to the best of my knowledge, information and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification or reversal of existing law; and is not interposed for any improper purpose.

Respectfully submitted,

Comcast of Potomac, LLC

By:


Frederick W. Giroux

Davis Wright Tremaine LLP

1919 Pennsylvania Avenue, N.W., Suite 800
Washington, DC 20006
(202) 973-4200

Its Attorney

October 16, 2012

DECLARATION OF WARREN FITTING

I, Warren Fitting, declare, under penalty of perjury that:

1. I am the Director of Regulatory Accounting for Comcast Cable Communications, LLC ("Comcast").
2. I have read the foregoing Petition for Special Relief ("Petition") and am familiar with the contents thereof and the matters referred to therein.
3. I have reviewed Comcast's respective cable subscriber numbers for the Franchise Areas at issue in this Petition, the DBS subscriber numbers provided by SBCA for the individual Franchise Areas, and the Verizon subscriber numbers as described in the Petition. Comcast is the largest multichannel video program provider in the Chevy Chase Village, Laytonsville, and Poolesville Franchise Areas. In the Chevy Chase-Section 3 Franchise Area, the aggregate penetration rate for the competing providers, as well as the penetration rate for Comcast, each exceeds 15 percent.
4. The facts contained within the Petition are true and correct to the best of my knowledge, information and belief.

October 16, 2012
Date

Warren Fitting
Warren Fitting

EXHIBIT 1



PREMIER[™] package

285+ digital channels

Print channels for ZIP Code 20815

PRINT

EN ESPAÑOL

ONCE México*	447	Univision (Este)	402	V-me*	440	mun2	410
--------------	-----	------------------	-----	-------	-----	------	-----

NATIONALS

3net (HD)	107	Disney Channel (East)	290	ION Television	305	ReelzChannel	238
A&E	265	Disney Channel (West)	291	ION Television West	347	SOAPnet	262
ABC Family	311	Disney Junior Channel	289	Independent Film Channel (IFC)	559	Science Channel	284
AXSTV HD	306	Disney XD	292	Investigation Discovery (ID)	285	ShopNBC	316
American Movie Classics (AMC)	254	Documentary Channel	267	Jewelry Television	313	Speed Channel	607
Animal Planet	282	E! Entertainment	236	Jewish Life Television*	366	Spike	241
Audience Network	239	ESPN	206	Lifetime	252	Style	235
BBC America	264	ESPN 3D (HD)	106	Lifetime Movie Network	253	Style On Demand	1235
BYU TV	374	ESPN2	209	Lifetime On Demand	1252	Syfy Channel	244
BabyFirstTV*	293	ESPNEWS	207	LinkTV	375	TBS	247
Big Ten Network	610	ESPNU	208	Logo	272	TCT Network	377
Biography Channel	266	EWTN	370	MHz WORLDVIEW*	2183	TNT	245
Black Entertainment Television (BET)	329	Enlace Christian Television*	448	MLB Network	213	TV Guide Network	273
Bloomberg Television	353	FUEL TV	618	MLB Strike Zone HD	719	TV Land	304
Boomerang	298	FX	248	MSNBC	356	TV One	328
Bravo	237	Food Network	231	MTV	331	TeenNick	303
CBS Sports Network	613	Fox Business Network	359	MTV2	333	Tennis Channel	217
CMT	327	Fox Movie Channel	258	Military Channel	287	The Learning Channel	280
CNBC	355	Fox News Channel	360	NASA TV	346	The Sportsman Channel - ELNUS	605
CNBC World	357	Free Speech TV*	348	NBA TV	216	The Word Network	373
CNN	202	Fuse	339	NBCS	603	Travel Channel	277
CSPAN 1	350	GEM NET (Global Expansion Media Network)*	2068	NFL Network	212	Trinity Broadcasting Network (TBN)	372
CSPAN 2	351	GOD TV	365	NHL Network	215	TruTV	246
Cartoon Network (East)	296	GSN	233	NRB	378	Turner Classic Movies (TCM)	256
Cartoon Network (West)	297	Galavision	404	Nat Geo WILD	283	USA Network	242
Centric	330	Golden Eagle Broadcasting*	363	National Geographic Channel	276	Universal Sports	625
Chiller	257	Golf Channel	218	Nick Jr.	301	VH1	335
Christian Television Network (CTN)	376	Great American Country	326	Nickelodeon (East)	299	Velocity	281
Church Channel	371	H2	271	Nickelodeon (West)	300	WE: Women's Entertainment	260
Cloo	308	HITN*	438	Nicktoons Network	302	WGN America	307
Comedy Central	249	Hallmark Channel	312	OWN	279	Weather Channel	362
Cooking Channel	232	Headline News	204	Ovation	274	World Harvest Television	367
Current TV	358	History Channel	269	Oxygen	251	beIN	620
DIY Network	230	Home & Garden Television (HGTV)	229	PBS	0	gmc - Uplifting Entertainment	338
Daystar	369	Home Shopping Network	240	PBS Kids Sprout	295	n3D	103
Destination America	286	Hope*	368	Pursuit Channel	604		
Discovery Channel	278	Hub	294	QVC	275		
Discovery Fit & Health	261	INSP	364	RFD TV	345		

PREMIUMS

5STARMAX HD East	520	ESPN Classic Sports	614	MoreMAX	517	STARZ Kids & Family HD	525
@MAX HD East	523	FLIX ON DEMAND®	1557	Outdoor Channel	606	STARZ® ON DEMAND	1527
ActionMAX HD	519	Flix	557	SHOWTIME	545	Showtime Beyond HD	550
Cinemax East	515	Fox Soccer Channel	619	SHOWTIME (West)	546	Showtime Next HD	551
Cinemax West	516	HBO (East)	501	SHOWTIME 2	547	Showtime Women HD	552
ENCORE (East)	535	HBO (West)	504	SHOWTIME Extreme	549	Sundance Channel	558
ENCORE (West)	536	HBO 2 (East)	502	SHOWTIME ON DEMAND	1545	Sundance ON DEMAND	1558
ENCORE Action	541	HBO 2 (West)	505	SHOWTIME Showcase	548	THE MOVIE CHANNEL [™] ON DEMAND	1554
ENCORE Drama	540	HBO Comedy HD	506	STARZ (East)	527	TMC Xtra HD East	556

PREMIUMS

ENCORE Family	542	HBO Family (East)	HD 507	STARZ (West)	HD 528	TVG - The Interactive	602
ENCORE Love	537	HBO Family (West)	508	STARZ Cinema HD	HD 531	Horsereading Network	
ENCORE Suspense	539	HBO Latino	HD 511	STARZ Comedy HD	HD 526	The Movie Channel	HD 554
ENCORE Westerns	538	HBO Signature	HD 503	STARZ Edge	HD 529	(East)	
ENCORE® ON DEMAND	1535	HBO Zone HD	HD 509	STARZ InBlack	HD 530	The Movie Channel	555
						(West)	
						ThrillerMAX HD	HD 522
						WMAX HD East	HD 521

REGIONAL SPORT NETWORKS

Altitude Sports & Ent.	HD 681	FS Arizona	HD 686	FS South Plus	HD 647	ROOT SPORTS Pittsburgh	HD 659
Altitude Sports	HD 682	FS Cincinnati	HD 661	FS South Plus (2)	HD 648	ROOT SPORTS Rocky	HD 683
Alternate 682		FS Detroit	HD 663	FS Southwest	HD 676	Mountain	
CSN Bay Area	HD 696	FS Detroit Plus	HD 664	FS Southwest Plus	HD 677	Root Sports Northwest	HD 688
CSN Bay Area Alternate	HD 697	FS Florida	HD 654	FS West	HD 692	Alt.	
CSN California	HD 698	FS Florida Plus	HD 655	MASN 640	HD 640	SportSouth	HD 649
CSN California alt 699	HD 699	FS Midwest	HD 671	MSG Plus 635	HD 635	SportSouth Plus	HD 650
CSN Chicago Alt. #2	667	FS North	HD 668	Madison Square Garden	HD 634	SportsNet New York	639 HD 639
CSN MidAtlantic Alt.	HD 643	FS Ohio	HD 660	NESN 628	HD 628	SportsTime Ohio	662 HD 662
CSN MidAtlantic 642	HD 642	FS San Diego	HD 694	Prime Ticket 693	HD 693	Sun Sports	HD 653
CSN New England 630	HD 630	FS South	HD 646	ROOT SPORTS Northwest	HD 687	Sun Sports Plus	HD 656
Comcast SportsNet	HD 665					Yankee Ent. & Sports	HD 631
Chicago 665						(YES) 631	

SATELLITE RADIO

SONICTAP: 60's	803	SONICTAP: College Rock	831	SONICTAP: Italian Bistro	881	SONICTAP: Regional	873
SONICTAP: 70's Hits	804	SONICTAP: Dance	859	SONICTAP: Italian	882	Mexican	
SONICTAP: 8-Tracks	840	SONICTAP: Familiar	880	SONICTAP: Contemporary		SONICTAP: Retro Disco	845
SONICTAP: 80's Hits	805	SONICTAP: Fiesta	870	SONICTAP: Jazz	852	SONICTAP: Rock en	878
SONICTAP: 90's Hits	806	SONICTAP: Tropical		SONICTAP: Latin Hits	871	Espanol	
SONICTAP: Adult	832	SONICTAP: Flashback/New Wave	839	SONICTAP: Latin Jazz	879	SONICTAP: Salsa	874
SONICTAP: Alternative		SONICTAP: Folk Rock	813	SONICTAP: Light	866	SONICTAP: Showtunes	823
SONICTAP: Adult	821	SONICTAP: Full Metal	830	SONICTAP: Classical		SONICTAP: Silky Soul	843
SONICTAP: Contemporary		SONICTAP: Jacket		SONICTAP: Love Songs	819	SONICTAP: Silver Screen	822
SONICTAP: Alternative	834	SONICTAP: Gospel Glory	827	SONICTAP: Malt Shop	802	SONICTAP: Singer-	836
SONICTAP: Bailamos!	869	SONICTAP: Great	855	SONICTAP: Oldies		Songwriters	
SONICTAP: Be-Tween	867	SONICTAP: Standards		SONICTAP: Mariachi	876	SONICTAP: Smooth Jazz	851
SONICTAP: Beautiful	820	SONICTAP: Groove	824	SONICTAP: Metro Blend	853	SONICTAP: Soft Hits	849
SONICTAP: Big	801	SONICTAP: Lounge		SONICTAP: Modern	814	SONICTAP: Spike	841
SONICTAP: Band/Swing		SONICTAP: Hair Guitar	829	SONICTAP: Country		SONICTAP: SubTerranean	858
SONICTAP: Bluegrass	812	SONICTAP: Hallelujah	828	SONICTAP: Modern	860	SONICTAP: Symphonic	864
SONICTAP: Blues	854	SONICTAP: Hit Country	809	SONICTAP: Workout		SONICTAP: The Boombox	846
SONICTAP: Carnaval	877	SONICTAP: Holidays & Happenings	815	SONICTAP: Musica De Las Americas	872	SONICTAP: The	868
SONICTAP: Brasileiro		SONICTAP: Honky Tonk Tavern	811	SONICTAP: New Age	856	SONICTAP: Playgroup	
SONICTAP: Classic Hits	837	SONICTAP: Hot Jamz	825	SONICTAP: Old School	844	SONICTAP: The Spirit	826
SONICTAP: Classic Jazz	850	SONICTAP: Hottest Hits	818	SONICTAP: Funk		SONICTAP: Today's Hits	816
SONICTAP: Vocal Blend		SONICTAP: Hurbano	875	SONICTAP: PUMP!	861	SONICTAP: Traditional	808
SONICTAP: Classic R&B	842	SONICTAP: Hype	847	SONICTAP: Piano	865	SONICTAP: Country	
SONICTAP: Classic Rock	833	SONICTAP: Ink'd	835	SONICTAP: Rat Pack	807	SONICTAP: Tranquility	884
SONICTAP: Classic Rock	862	SONICTAP: Irish	883	SONICTAP: Reality Bites	838	SONICTAP: Y2k Hits	817
SONICTAP: Workout				SONICTAP: Red, Rock and Blues	810	SONICTAP: Zen	857
SONICTAP: Coffeehouse	848			SONICTAP: Reggae	863		
SONICTAP: Rock							

LOCALS

ION	66	WETA (PBS)	HD 26	WMDO (Telefutura)	47	WUSA (CBS)	HD 9
MPT	HD 22	WFDC (Univ)	HD 14	WNVC	56	WVPY (PBS)	42
WDCA (MNT)	HD 20	WHUT (PBS)	32	WRC (NBC)	HD 4		
WDCW (CW)	HD 50	WJLA (ABC)	HD 7	WTTG (FOX)	HD 5		

*The following channels require a special dish or equipment: MHz, GEM NET, Hope Channel, JLTv, Once, HITN, V-Me, Enlace, Golden Eagle Broadcasting, and Free Speech TV. Please call 1-800-531-5000 for more information.

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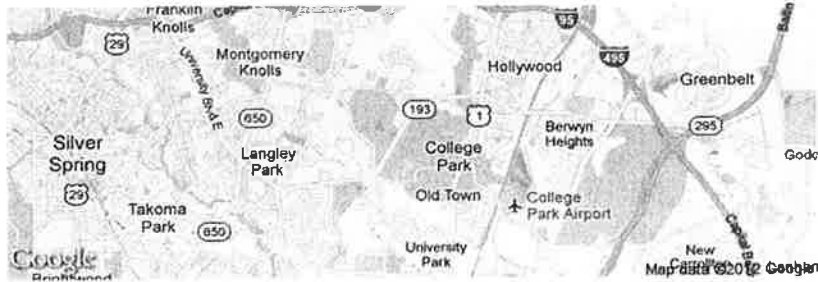
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Station

Local Channel Number

Washington, DC - ABC (WJLA)	SD HD	7
Washington, DC - CBS (WUSA)	SD HD	9
Washington, DC - CW (WDCW)	SD HD	50
Washington, DC - FOX (WTTG)	SD HD	5
Washington, DC - IND (WJAL)	SD	68
Washington, DC - IND (WNVC)	SD	56
Washington, DC - IND (WNVN)	SD	53
Washington, DC - ION (WPXW)	SD	66
Washington, DC - MNT (WDCA)	SD HD	20
Washington, DC - NBC (WHAG)	SD	25
Washington, DC - NBC (WRC)	SD HD	4
Washington, DC - PBS (WETA)	SD	26
Washington, DC - PBS (WHUT)	SD	32
Washington, DC - PBS (WVPY)	SD	42
Washington, DC - TELEF (WFDC)	SD	14

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Station

CSN Mid-Atlantic
 MASN

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CHANNELS AND PACKAGES

Premium Movie Packages

HBO			
HBO-E	HBO (E) SAP	HD	300
HBO2E	HBO2 (E) SAP	HD	301
HBO5G	HBO Signature SAP	HD	302
HBO-W	HBO (W) SAP	HD	303
HBO2W	HBO2 (W) SAP	HD	304
HBOFM	HBO Family SAP	HD	305
HBOCY	HBO Comedy SAP	HD	307
HBOZ	HBO Zone	HD ONLY	308
HBO LT	HBO Latino	HD	309

CINEMAX

MAX-E	Cinemax (E) SAP	HD	310
MAX-W	Cinemax (W) SAP	HD	311
MOMAX	MoreMAX SAP	HD	312
ACMAX	ActionMAX SAP	HD	313
5-MAX	5StarMAX SAP	HD	314

SHOWTIME

SHO-E	Showtime (E) SAP	HD	318
SHO-W	Showtime (W) SAP	HD	319
SHOTO	Showtime 2 SAP	HD	320
SHOCS	Showtime Showcase SAP	HD	321
SHOEX	Showtime Extreme SAP	HD	322
SBYND	Showtime Beyond SAP	HD	323
TMC-E	The Movie Channel (E) SAP	HD	327
TMCXE	The Movie Channel Extra (E) SAP	HD	328
FLUX	FLUX	HD	333

STARZ

ENCOR	Encore (E) SAP	HD	340
STARZ	Starz (E) SAP	HD	350
STRZW	Starz (W) SAP	HD	351
SEDGE	Starz Edge SAP	HD	352
SCINE	Starz Cinema SAP	HD	353
STZC	Starz Comedy	HD	354
SBLOCK	Starz InBlack SAP	HD	355
SK&FM	Starz Kids & Family SAP	HD	356

Mini-Packs

EPiX			
EPiX1	EPiX 1 SAP	HD	380
EPiX2	EPiX 2 SAP	HD	381
EPiX3	EPiX 3 SAP	HD ONLY	382
EPiXDR	EPiX DRIVE-IN SAP	HD	292

ENCORE Movie Pak

ENCRW	Encore (W) SAP	HD	341
EACTN	Encore Action	HD	343
EDRAM	Encore Drama	HD	345
ENFAM	Encore Family	HD	347
ELOVE	Encore Love	HD	348
ESUSP	Encore Suspense	HD	344
EWSTN	Encore Westerns	HD	342
MPLX	MoviePlex	HD	377

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Mini-Packs

Blockbuster @Home
100,000 movies, shows and games by mail, thousands of titles streamed to your TV with an HD DVR connected to broadband Internet, 25,000 titles available on dishonline.com.

CTRC	Centric	HD ONLY	371
CI	Crime & Investigation	HD ONLY	368
ESUSP	Encore Suspense	HD	344
EPiX1	EPiX SAP	HD	380
EPiX2	EPiX2 SAP	HD	381
EPiX3	EPiX3 SAP	HD ONLY	382
HMC	Hallmark Movie Channel	HD	187
HDNMV	HDNet Movies	HD ONLY	363
INDIE	IndiePlex	HD ONLY	378
LOGO	LOGO	HD ONLY	373
MAVTV	MAVTV American Real	HD ONLY	361
MGM	MGM	HD ONLY	385
MPLX	MoviePlex	HD ONLY	377
PLDIA	Pakadia	HD ONLY	369
PIXL	PixL	HD	388
RETRO	RetroPlex	HD ONLY	379
SMC	Sony Movie Channel	HD ONLY	386
SCINE	Starz Cinema	HD	353
UNIHD	Universal HD	HD ONLY	366
VLCTV	Velocity	HD ONLY	384
WFN	World Fishing Network	HD	394

Heartland

BABY	Baby TV SAP	HD	824
GMC	gmc	HD	188
GSN	GSN	HD	116
HLMRK	Hallmark Channel	HD	185
HMC	Hallmark Movie Channel	HD	187
HUB	Hub	HD	179
OWN	OWN: Oprah Winfrey Network	HD	189
PIXL	PixL	HD	388
RFD-TV	RFD-TV	HD	231
RURAL	Rural TV	HD	232

Outdoor Sports

MAVTV	MAVTV American Real HD	HD ONLY	361
OTDCH	Outdoor Channel	HD	396
SPMAN	Sportsman Channel	HD	395
WFN	World Fishing Network	HD	394

Multi-Sport

ESPCL	ESPN Classic	HD	143
FSC	Fox Soccer Channel	HD	406
FUEL	FUEL TV	HD	398
MLBN	MLB Network	HD	152
MLBSZ	MLB Network Strike Zone	HD	153
NFL	NFL Network	HD	154
NFLRZ	NFL RedZone	HD	155
NBATV	NBA TV	HD	156
NHLN	NHL Network	HD	157
USN	Universal Sports	HD	402

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EXHIBIT 2

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A new era of entertainment is about to begin.

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LIMITED BASIC

LIMITED BASIC

SD	HD													
423		70's		16		Government Access		425		Party Favorites		20	810	WDCA-20 (MY)
422		80's		402		Hip-Hop and R&B		420		Pop Hits		201		WDCW Antenna TV
421		90's		406		Hip-Hop Classics		443		Pop Latino		206		WDCW This TV
418		Adult Alternative		401		Hit List		19		Public Access		23	803	WDCW-50 (CW)
416		Alternative		5	811	HSN		30	806	QVC		98	815	The Weather Channel
437		Blues		436		Jazz		408		R&B Classics		266		WETA Kids
3	941	C-SPAN		427		Kidz Only		409		R&B Soul		265		WETA UK
104		C-SPAN2		190		Leased Access		405		Rap		26	800	WETA-26 (PBS)
417		Classic Alternative		441		Lite Classical		411		Reggae		14/561	794	WFDC-14 (Univision)
431		Classic Country		205		Live Well		413		Retro Rock		96	814	WGN America
412		Classic Rock		21		Local News		414		Rock		32	802	WHUT-32 (PBS)
440		Classical Masterpieces		6		Local Origination		446		Romances		204		WJLA Doug Hill's WeatherNow
432		Contemporary Christian		11		Local Origination		89/283		ShopNBC		27	807	WJLA-7 (ABC)
404		Dance / Electronica		4	844	MASN2		438		Singers & Swing		270/558		WMDO LA TV
439		Easy Listening		415		Metal		435		Smooth Jazz		15/563	795	WMDO-47 (Telefutura)
2		Educational Access		445		Mexicana		419		Soft Rock		268		WMPT 2
10		Educational Access		275		MHz Al Jazeera English		424		Solid Gold Oldies		269/559		WMPT V-me
18		Educational Access		279		MHz Airang TV		433		Sounds of the Season		22	812	WMPT-22 (PBS)
33		Educational Access		280		MHz Ethiopian TV		434		Soundscapes		276		WNVC CCTV Documentary
34		Educational Access		277		MHz France 24		426		Stage & Screen		273		WNVC CCTV News
291		EWTN		272		MHz NHK World RV		290		TBN		271		WNVC World
410		Gospel		274		MHz RT		407		Throwback Jamz		17	813	WPXW-66 (ION)
13		Government Access		278		MHz RT Espanol		429		Today's Country		198/568		WQAW-48 (Azteca America)
				403		Mix Tape		428		Toddler Tunes		208		WRC Nonstop
				442		Musica Urbana		444		Tropicales		24	804	WRC-4 (NBC)
				28	808	News Channel 8		430		True Country				

Montgomery County, MD - Effective June 28, 2012

LIMITED BASIC

SD	HD	
25	805	WTTG-5 (FOX)
207		WUSA Bounce TV
203		WUSA Weather Radar
29	809	WUSA-9 (CBS)
7/565	796	WZDC-25 (Telemundo)

DIGITAL STARTER

SD	HD	
50	831	A&E
57	881	ABC Family
67/138	889	AMC
54	868	Animal Planet
114		BBC America
71	866	BET
115	874	bio
103		Bloomberg
68	832	Bravo
105		C-SPAN3
58	878	Cartoon Network
60	819	CNBC
62	817	CNN
8	856	The Comcast Network
45	846	Comcast SportsNet Mid-Atlantic
69	828	Comedy Central
287		Daystar
53	869	Discovery Channel
56	880	Disney Channel
49	833	E!
42	850	ESPN
	980	ESPN 3D
43	851	ESPN2
166		FEARnet
76	839	Food Network
40	820	Fox News
36	824	FX
162	867	G4
567		Galavision
189	887	gmc
46	849	Golf Channel
116	876	H2
137	830	Hallmark
157	894	Hallmark Movie Channel
63	816	Headline News
66	838	HGTV
51	875	History Channel
111	899	Investigation Discovery
65	835	Lifetime
119	895	Lifetime Movie Network
41	845	MASN
	844	MASN2
149		MoviePlex
61	818	MSNBC
72	884	MTV
44	848	NBC Sports Network

59	879	Nickelodeon
52		OWN
	882	Palladia
128		PBS Kids Sprout
185		The Pentagon Channel
70	827	Spike
79/118	834	style.
75	829	Syfy
35	826	TBS
38/169	890	TCM
55	837	TLC
48	825	TNT
39	840	Travel Channel
100		TV Guide Network
74		TV Land
37/173	865	TV One
	822	Universal
47	823	USA
	870	Velocity
73	886	VH1
	981	XFINITY 3D

Includes Limited Basic and Limited Basic with Digital Equipment, a standard definition digital converter & remote for the primary outlet, and access to pay-per-view & On Demand programming. Not all channels available to additional outlets with a Digital Adapter.

DIGITAL ECONOMY

SD	HD	
50	831	A&E
67/138	889	AMC
54	868	Animal Planet
71	866	BET
58	878	Cartoon Network
62	817	CNN
69	828	Comedy Central
53	869	Discovery Channel
56	880	Disney Channel
49	833	E!
76	839	Food Network
40	820	Fox News
116	876	H2
51	875	History Channel
65	835	Lifetime
100		TV Guide Network
74		TV Land
47	823	USA

Includes Limited Basic with Digital Equipment, a standard definition digital converter & remote for the primary outlet, and access to pay-per-view programming. On Demand not available. Not all channels available to additional outlets with a Digital Adapter.

FAMILY TIER

SD	HD	
56		Disney Channel
135		DisneyXD
121		DIY
76		Food Network
63		Headline News
66		HGTV
130		The Hub
109		National Geographic Channel
59		Nickelodeon
128		PBS Kids Sprout
110		Science Channel
133		Teen Nick

Includes Limited Basic with Digital Equipment, a standard definition digital converter & remote for the primary outlet, and access to pay-per-view programming. On Demand, Music Choice and HD channels not available. Not all channels available on additional outlets with a Digital Adapter.

DIGITAL PREFERRED

SD	HD	
120		Aspire
171		BBC World News
732	854	CBS Sports
174		Centric
146	883	CMT
145		CMT Pure Country
122		Cooking Channel
107		Current TV
113	873	Destination America
181		Discovery Fit and Health
125		Disney Jr.
135	877	DisneyXD
121		DIY
150	891	Encore
152		Encore Action
158		Encore Drama
134		Encore Family
156		Encore Love Stories
154		Encore Suspense
160		Encore Westerns
261/719	852	ESPNews
730	853	ESPN2
170		Flix
106	821	Fox Business Network
148	885	fuse
147		GAC
179		GSN
130		The Hub
164	893	IFC
167		IndiePlex
163		Logo
892		MGM
112		Military Channel
738	859	MLB Network
697		mnet
139		MTV Hits

142		MTV Jams
141/630		MTV Tr3s
140		MTV2
178		mun2
109	871	National Geographic Channel
108		National Geographic Wild
749	863	NBA TV
180/733	860	NFL Network
739	858	NHL Network
131		Nick Jr.
132		Nick2
129		Nicktoons
629		Nuvo TV
728	864	Outdoor Channel
155	946	Ovation
123		Oxygen
161		Reelz Channel
168		RetroPlex
175		RLTV
110	872	Science Channel
194		Smithsonian Channel
165		Sundance
133		Teen Nick
64/187	841	truTV
718		TVG
667		tvk24 (Korean)
143		VH1 Classic
144		VH1 Soul
117	836	WE tv
101		Weatherscan

Includes Limited Basic with Digital Equipment, Expanded Basic and a standard definition digital converter & remote for the primary outlet, access to pay-per-view and On Demand programming. Not all channels available on additional outlets with a Digital Adapter.

SPORTS & ENTERTAINMENT PACKAGE

SD	HD	
715	855	Big Ten Network
713-714		Big Ten Sports Overflow
732	854	CBS Sports
159		Crime & Investigation
723		ESPN Classic
261/719	852	ESPNews
730	853	ESPN2
720		Fox College Sports Atlantic
721		Fox College Sports Central
722		Fox College Sports Pacific
725		Fox Soccer Channel
	842	Fox Soccer Channel
726		Gol TV (English)
717		HRTV
176		Military History Channel
738	859	MLB Network

Available as an a-la-carte service with subscription to Digital Starter or higher level of service. Not all channels available on additional outlets with a Digital Adapter.

Montgomery County, MD – Effective June 28, 2012

SPORTS & ENTERTAINMENT PACKAGE

SD	HD
749	863
180/733	860
734	861
739	858
728	864
729	857
735	862
718	

Available as an a-la-carte service with subscription to Digital Starter or higher level of service. Not all channels available on additional outlets with a Digital Adapter.

621	TV Chile
616	TV Colombia
612	TV Dominicana
617	TV Venezuela
618	TVE
627	Utilísima
637	Videorola
649	Viendo Movies
611	WAPA America

Included in all MultiLatino Digital TV Packages, or available as an a-la-carte service with subscription to Limited Basic with Digital Equipment or higher level of service. Channels not available on additional outlets with a Digital Adapter.

347	Showtime Extreme
342	Showtime Showcase
341	Showtime Too
370	369 Starz
374	Starz Cinema
375	Starz Comedy
371	Starz Edge
372	Starz In Black
373	Starz Kids & Family
325	ThrillerMAX
327	WMAX

Included in select Digital TV Packages, or available as an a-la-carte service with subscription to Limited Basic with Digital Equipment or higher level of service. Channels not available on additional outlets with a Digital Adapter.

655	RTN (Russian)
657	Russian Kino
694	SET Asia
696	STAR India GOLD
693	STAR India PLUS
695	TV Asia
682	TV Globo
674	TV Japan
680	TV5 (French)
668	WKTU Washington Korean TV
691	Zee TV (Asian Indian)

Services are individually priced. International Selections are available a-la-carte with a minimum of Limited Basic with Digital Equipment.

MULTILATINO

SD	HD
636	Bandamax
602	Canal 52MX
615	Caracol TV
606	CBTV Michoacan
647	Cine Latino
645	Cine Mexicano
570	CNN en Español
641	De Pelicula
643	De Pelicula Clasico
575	Discovery en Español
593	Discovery Familia
590	DisneyXD Español
622	Ecuavisa
585	ESPN Deportes
597	EWTN en Español
584	Fox Deportes
567	Galavisión
586	Gol TV
651	Grand Cine
577	History en Español
579	HITN
639	HTV Musica
578	Infinito
598	La Familia
626	Latele Novela
601	Mexicanal
608	Mexico 22
141/630	MTV Tr3s
605	Multimedios
631	mun2
629	Nuvo TV
607	Once TV
635	RitmoSon Latino
592	Sorpresa
571	SUR
623	Sur Peru
599	TBN Enlace
620	Telefe
604	Teleformula
633	Telehit

MULTILATINO MAX OR ULTRA

SD	HD
114	BBC America
68	832 Bravo
45	846 Comcast SportsNet Mid-Atlantic
42	850 ESPN
43	851 ESPN2
46	849 Golf Channel
119	895 Lifetime Movie Network
41	845 MASN
	844 MASN2
72	884 MTV
44	848 NBC Sports Network
59	879 Nickelodeon
128	PBS Kids Sprout
70	827 Spike
75	829 Syfy
35	826 TBS
55	837 TLC
73	886 VH1

PREMIUM

SD	HD
328	@Max
329	5StarMax
324	ActionMax
320	318 Cinemax
322	Cinemax (W)
301	300 HBO
306	HBO (W)
302	HBO 2
305	HBO Comedy
304	HBO Family
311	HBO Latino
303	HBO Signature
310	HBO Zone
321	MoreMAX
350	The Movie Channel
352	The Movie Channel Xtra
330	OuterMAX
544	Playboy
340	339 Showtime
346	Showtime Beyond

PAY-PER-VIEW

SD	HD
701-706	ESPN GamePlan / FullCourt
501	iNDemand 1
502	iNDemand 2
789	iNDemand Game
790	iNDemand Game2
785	iNDemand PPV
787	iNDemand Team
543	Juicy
751-760	NBA League Pass / MLS Direct Kick
771-784	NHL Center Ice / MLB Extra Innings
549	Penthouse TV
544	Playboy
548	Real
547	TEN
542	Xtsy

Requires a standard definition digital converter and Limited Basic with Digital Equipment. Sports subscriptions are subject to blackouts according to league broadcast rules. Sports subscriptions cannot be canceled, refunded, or credited (in part or in whole) after the season starts. Sports subscriptions conclude at the end of sports regular season and subscriber must call to renew package annually.

INTERNATIONAL SELECTIONS

SD	HD
690	ABP News
661	CCTV4 (Chinese)
654	Channel One Russia
660	CTI Zhong Tian (Chinese)
664	ET-Super Channel (Chinese)
670	The Filipino Channel
669	GMA Pinoy TV (Filipino)
652	The Israeli Network
692	Life OK
689	NEO Cricket (Hindi)
662	Phoenix Info News (Chinese)
663	Phoenix North America (Chinese)
679	RAI (Italian)

EXHIBIT 3

FiOS TV Channels

FiOS TV Prime HD

265 Ch, 67 HD

- Chat Now
- 1 FiOS 1
 - 3 CW - WDCW-TV 50
 - 4 NBC WRC TV-4
 - 5 FOX - WTTG TV 5
 - 6 My - WDCA-TV 20
 - 7 ABC WJLA TV 7
 - 8 News Channel 8
 - 9 CBS - WUSA TV 9
 - 10 Montgomery
College [MCTV]
 - 11 City of Rockville
Government
 - 13 ION-TV 66
 - 4 Univision -
WFDC-TV 14
 - 6 Montgomery
Municipal Cable TV
[MMC TV]
 - 17 Telefutera WMDO
 - 18 University of MD -
University College
[UMUC]
 - 19 Access
Montgomery TV19
 - 20 Telemundo - WZDC
 - 21 Access
Montgomery TV21
 - 22 PBS - WMPT-TV 22
 - 26 PBS - WETA-TV 26
 - 27 WQAW Azteca
America
 - 29 WGN America
 - 30 County Cable
Montgomery [CCM]
 - 32 PBS - WHUT-TV 32

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FiOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

- 35 Montgomery County Public School 1
- 36 Montgomery County Public School 2
- 40 University of MD - College Park [UMTV]
- 49 Weatherscan Local
- 50 USA Network
- 51 TNT
- 52 TBS
- 53 FX
- 54 Spike TV
- 70 ESPN
- 73 ESPN U
- 4 ESPN2
- 6 Comcast SportsNet Mid-Atlantic
- 7 Mid-Atlantic Sports Network
- 83 Speed
- 85 Big Ten Network
- 87 NHL Network
- 89 NBA TV
- 90 NBC Sports Network
- 94 CBS Sports Network
- 100 CNN
- 101 CNN Headline News
- 102 CNBC
- 103 MSNBC
- 104 Bloomberg TV
- 109 C-SPAN
- 110 C-SPAN 2
- 111 C-SPAN 3

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

REDACTED - FOR PUBLIC INSPECTION

**FiOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

- 118 Fox News
- 119 The Weather Channel
- 120 Discovery Channel
- 121 National Geographic Channel
- 122 Science Investigation Discovery
- 123 Military Channel
- 127 H2
- 128 History Channel
- 130 Animal Planet
- 131 FiOS TV Information
- 139 TLC
- 140 Lifetime
- 141 LMN
- 143 Soapnet
- 144 Oxygen
- 149 WE tv
- 150 QVC
- 151 HSN
- 152 Liquidation Channel
- 155 Jewelry Television
- 157 ShopNBC
- 158 WOW
- 164 Food Network
- 165 HGTV
- 170 Travel Channel
- 180 Syfy
- 181 A&E
- 183 truTV
- 185 Bravo
- 187 Logo
- 190 Comedy Central

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FiOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

194	TV Guide Network
196	E! Entertainment Television
199	ABC Family
210	MTV
211	MTV2
216	fuse
217	VH1
218	VH1 Classic
220	Centric
221	CMT
224	gmc
229	Mnet
230	Turner Classic Movies
231	AMC
33	ReelzChannel
39	Hallmark Movie Channel
40	Hallmark Channel
44	TV Land
245	RLTV
246	Blue Highways TV
247	RFD TV
250	Disney Channel
251	Disney XD
252	Nickelodeon
254	Nick Toons
255	TeenNick
256	Nick Jr.
257	Cartoon Network
259	The Hub
260	Disney Junior
263	PBS Kids Sprout
270	BET
273	Tr3s: MTV, Musica y Mas

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

REDACTED - FOR PUBLIC INSPECTION

**FIOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

281	Sino TV Network
285	EWTN
286	INSP
288	Church Channel
289	JCTV
292	The Word
293	Daystar
295	TBN - TRINITY
	The SonLife
297	Broadcasting Network
300	Fox College Sports Atlantic
301	Fox College Sports Central
302	Fox College Sports Pacific
307	Outdoor Channel
308	Sportsman Channel
311	Fox Deportes
313	GOL TV
315	TVG [Horse Racing]
316	HRTV
317	World Fishing Network
318	Mav TV
319	Blackbelt TV
330	Big Ten 1
331	Big Ten 2
334	Comcast SportsNet Mid-Atlantic Plus
340	Starz
341	Starz West
342	Starz Edge
343	Starz Edge West
344	Starz in Black
345	Starz Kids & Family
346	Starz Cinema

Included Channel Premium Available For Additional Cost Channel Included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

REDACTED - FOR PUBLIC INSPECTION**FiOS TV Prime
HD**

265 Ch, 67 HD

- Chat Now**
- 347 Starz Comedy
 - 348 IndiePlex
 - 349 RetroPlex
 - 350 Encore
 - 351 Encore West
 - 352 Encore Love
 - 353 Encore Love West
 - 354 Encore Westerns
 - 355 Encore Westerns
West
 - 356 Encore Suspense
 - 357 Encore Suspense
West
 - 358 Encore Drama
 - 359 Encore Drama West
 - 360 Encore Action
 - 361 Encore Action West
 - 362 Encore Family
 - 363 Encore Español
 - 365 Showtime
 - 366 Showtime West
 - 367 Showtime
Showcase
 - 368 Showtime
Showcase West
 - 369 Showtime 2
 - 370 Showtime 2 West
 - 371 Showtime Beyond
 - 372 Showtime Beyond
West
 - 373 Showtime Extreme
 - 374 Showtime Extreme
West
 - 375 Showtime Women
 - 376 Showtime Women
West
 - 377 Showtime Next

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

REDACTED - FOR PUBLIC INSPECTION

**FIOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

- 378 Showtime Next West
- 379 Showtime Family Zone
- 380 Showtime Family Zone West
- 385 The Movie Channel
- 386 The Movie Channel West
- 387 The Movie Channel Xtra
- 388 The Movie Channel Xtra West
- 390 Flix
- 391 Flix West
- 392 Sundance Channel
- 395 EPIX
- 00 HBO
- 01 HBO West
- 02 HBO 2
- 03 HBO 2 West
- 04 HBO Signature
- 405 HBO Signature West
- 406 HBO Family
- 407 HBO Family West
- 408 HBO Comedy
- 409 HBO Comedy West
- 410 HBO Zone
- 411 HBO Zone West
- 412 HBO Latino
- 413 HBO Latino West
- 420 Cinemax
- 421 Cinemax West
- 422 More Max
- 423 More Max West
- 424 Action Max
- 425 Action Max West

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FIOS TV Prime
 HD**

265 Ch, 67 HD

Chat Now

- 426 Thriller Max
- 427 Thriller Max West
- 428 W Max
- 429 At Max
- 430 Five Star Max
- 431 Outer Max ~
- 440 Playboy TV
- 441 Playboy TV en
Español
- 445 here! TV
- 451 MHz Worldview
- 452 MHz CCTV
Documentary
- 453 France 24
- 454 RT en Español
- 455 RT
- 56 NHK World
- 57 Al Jazeera English
- 58 MHz CCTV News
- 59 WUSA Bounce TV
- NBC NonStop
- 460 [WRC]
- WUSA Weather
- 461 Radar
- 462 WJLA Weather Now
- 463 WDCW This TV
- WJLA-7.3 ABC Live
- 467 Well
- 470 WHUT DT
- 471 WETA 26
- 472 WETA Kids
- 473 WETA World
- 474 WETA UK
- 475 WMDO - LATV
- 480 MPT 2
- 481 MPT V-ME
- Antenna TV
- 482 [WDCW]

Included Channel Premium Available For Additional Cost Channel Included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FiOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

- 491 Qubo [WPXW]
- 492 ION Life [WPXW]
- 501 FiOS 1 HD
- 503 CW - WDCW HD
- 504 NBC - WRC HD
- 505 FOX - WTTG HD
- 506 My - WDCA HD
- 507 ABC WJLA HD
- 508 News Channel 8 HD
- 509 CBS - WUSA HD
- 513 ION HD
- 514 WFDC HD
- 517 Univision
- 517 Telefutara WMDO HD
- 520 Telemundo WZDC HD
- 522 MPT-HD
- 526 PBS - WETA HD
- 550 USA HD
- 551 TNT HD
- 552 TBS HD
- 553 FX HD
- 554 Spike HD
- 570 ESPN HD
- 573 ESPN U HD
- 574 ESPN2 HD
- Comcast SportsNet
- 575 Mid-Atlantic Plus HD
- Comcast SportsNet
- 576 Mid-Atlantic HD
- 577 Mid-Atlantic Sports Network HD
- 583 Speed HD
- 585 Big Ten Network HD

Included Channel Premium Available For Additional Cost Channel included with a bundle

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**FIOS TV Prime
HD**

265 Ch, 67 HD

587	NHL Network HD
589	NBA TV HD
590	NBC Sports Network HD
591	Outdoor Channel HD
592	Tennis Channel HD
597	World Fishing Network HD
598	MAV TV HD
600	CNN HD
602	CNBC HD+
603	MSNBC HD
618	Fox News HD
619	The Weather Channel HD
620	Discovery Channel HD
621	National Geographic Channel HD
622	Science HD
623	Investigation Discovery HD
628	History Channel HD
630	Animal Planet HD
631	Velocity
639	TLC HD
640	Lifetime HD
641	LMN HD
649	WE tv HD
650	QVC HD
651	HSN HD
664	Food Network HD
665	HGTV HD
670	Travel Channel HD
680	Syfy HD
681	A&E HD

Chat Now

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FiOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

683	tru TV HD
685	Bravo HD
690	Comedy Central HD
696	E! Entertainment Network HD
699	ABC Family HD
710	MTV HD
716	fuse HD
717	VH1 HD
721	CMT HD
731	AMC HD
739	Hallmark Movie Channel HD
752	Nickelodeon HD
770	BET HD
780	Disney Channel HD
81	Disney XD HD
89	The Hub HD
40	Starz HD
42	Starz Edge HD
845	Starz Kids & Family HD
847	Starz Comedy HD
850	Encore HD
865	Showtime HD
866	Showtime West HD
867	Showtime Showcase HD
868	Showtime Showcase West HD
869	Showtime 2 HD
870	Showtime 2 West HD
873	Showtime Extreme HD
874	Showtime Extreme West HD
885	The Movie Channel HD

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FiOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

- 887 The Movie Channel
Xtra HD
- 895 EPIX HD
- 896 EPIX 2 HD
- 899 HBO HD
- 901 HBO West HD
- 902 HBO 2 HD
- 903 HBO 2 West HD
- 904 HBO Signature HD
- 905 HBO Signature
West HD
- 906 HBO Family HD
- 907 HBO Family West
HD
- 908 HBO Comedy HD
- 909 HBO Comedy West
HD
- 1010 HBO Zone HD
- 1011 HBO Zone West HD
- 1012 HBO Latino HD
- 1013 HBO Latino West
HD
- 920 Cinemax HD
- 921 Cinemax West HD
- 922 More Max HD
- 923 More Max West HD
- 924 Action Max HD
- 926 Thriller Max HD
- 928 W Max HD
- 929 At Max HD
- 930 Five Star Max HD
- 931 Outer Max HD
- 1000 TVN Event TV
- 1002 ESPN 3D
ESPN Full
- 1010 Court/Game Plan
PPV1

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FIOS TV Prime
 HD**

265 Ch, 67 HD

Chat Now

- ESPN Full
- 1011 Court/Game Plan
 PPV2
 ESPN Full
- 1012 Court/Game Plan
 PPV3
 ESPN Full
- 1013 Court/Game Plan
 PPV4
 ESPN Full
- 1014 Court/Game Plan
 PPV5
 ESPN Full
- 1015 Court/Game Plan
 PPV6
 MLB Extra
- 1470 Innings/NHL Center
 Ice HD
 MLB Extra Innings
- 471 HD2/NHL Center
 ICE HD 2
 MLB Extra Innings
- 473 HD4/NHL Center
 Ice HD4
 MLB Extra Innings
- 1474 HD5/NHL Center
 Ice HD5
 MLB Extra Innings
- 1475 1/NHL Center Ice 1
 MLB Extra Innings
- 1476 2/NHL Center Ice 2
 MLB Extra Innings
- 1477 3/NHL Center Ice 3
 MLB Extra Innings
- 1478 4/NHL Center Ice 4
 MLB Extra Innings
- 1479 5/NHL Center Ice 5
 MLB Extra Innings
- 1480 6/NHL Center Ice 6
 MLB Extra Innings
- 1481 7/NHL Center Ice 7
 MLB Extra Innings
- 1482 8/NHL Center Ice 8

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

REDACTED - FOR PUBLIC INSPECTION

**FIOS TV Prime
HD**

265 Ch, 67 HD

- | | | |
|-----------------|--------------------------|---|
| Chat Now | 1483 | MLB Extra Innings
9/NHL Center Ice 9 |
| | | MLB Extra Innings |
| | 1484 | 10/NHL Center Ice
10 |
| | | MLB Extra Innings |
| | 1485 | 11/NHL Center Ice
11 |
| | | MLB Extra Innings |
| | 1486 | 12/NHL Center Ice
12 |
| | | MLB Extra Innings |
| | 1487 | 13/NHL Center Ice
13 |
| | | MLB Extra Innings |
| | 1488 | 14/NHL Center Ice
14 |
| | | NBA League Pass |
| | 1489 | HD/MLS Direct Kick
HD |
| | | NBA League Pass |
| | 1490 | 1/MLS Direct Kick 1 |
| | | NBA League Pass |
| | 1491 | 2/MLS Direct Kick 2 |
| | | NBA League Pass |
| | 1492 | 3/MLS Direct Kick 3 |
| | | NBA League Pass |
| 1493 | 4/MLS Direct Kick 4 | |
| | NBA League Pass | |
| 1494 | 5/MLS Direct Kick 5 | |
| | NBA League Pass | |
| 1495 | 6/MLS Direct Kick 6 | |
| | NBA League Pass | |
| 1496 | 7/MLS Direct Kick 7 | |
| | NBA League Pass | |
| 1498 | 9/MLS Direct Kick 9 | |
| | NBA League Pass | |
| 1499 | 10/MLS Direct Kick
10 | |
| 1503 | Galavisión | |
| 1506 | Televisión
Dominicana | |
| 1507 | Supercanal | |

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FiOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

- 1508 WAPA América
- 1509 Tele El Salvador
- 1511 Multimedios TV
- 1512 Ecuavisa
Internacional
- 1513 Telemicro
Internacional
- 1516 Multimedios HD
- 1520 ESPN Deportes
- 1521 Fox Deportes
- 1523 GOL TV
- 1535 AyM Sports
- 1536 TyC Sports
- 1548 Dominican View
- 1549 Canal SUR
- 1550 Milenio Television
- 1560 TVE Internacional
- 1561 History Channel en
Español
- 1563 Discovery En
Español
- 1564 Nat Geo Mundo
- 1567 Once TV México
- 1582 Utilísima
- 1583 Pasiones
- 1590 Latele Novela
Network
- 1642 nuvo TV
- 1643 Mun2
- 1646 Canal 22
- 1648 HITn
- 1662 Telehit
- 1663 Bandamax Estados
Unidos
- 1664 Ritmoson Latino
EUA
- 1666 TeleRitmo
- 1670 Ultra Fiesta

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FIOS TV Prime
 HD**

265 Ch, 67 HD

Chat Now

- 1680 De Película
- 1681 De Película Clásico
- 1682 Viendo Movies
- 1683 Gran Cine
- 1685 Cine Latino
- 1686 Cine Mexicano
- 1687 Cine Nostalgia
- 1688 Cine Estelar
- 1690 Ultra Cine
- 1692 Ultra Mex
- 1701 La Familia
- 1702 Discovery Familia
- 1703 Centroamérica TV
- 1704 TV Chile
- 1705 TV Colombia
- 1706 Teleamazonas
- 1720 ¡Sorpresa!
- 1721 Vme Kids
- 1722 Disney XD
- 1723 Semillitas
- 1724 Boomerang [SAP]
- 1727 BBC CBeebies
- 1730 Ultra Kidz
- 1740 TBN Enlace USA
- 1741 EWTN Español
- 1751 STAR India PLUS
- 1752 TV Asia
- 1753 Zee TV
- 1754 Sony Entertainment
TV Asia
- 1755 The Filipino
Channel
- 1756 GMA Pinoy TV
- 1757 Jus Punjabi
Munhwa
- 1760 Broadcasting Corp
[MBC] [Korean]

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FiOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

- 1761 YTN Yonhap TV
News
- SBS Seoul
- 1762 Broadcasting
Corporation
- 1764 RTPi
- SBTN [Saigon
- 1765 Broadcasting
Television Network]
- 1766 CTN
- 1767 TVK
- 1768 TV GLOBO
- 1770 TV Japan
- TV 5 Monde
- 1771 [French]
- 1772 RAI Italia [Italian]
- Channel One
- 1773 Russia
- Russian Television
- 774 Network
- 775 RTR Planeta
- TVP Polonia
- 776 [Polish]
- 1777 BN TV
- 1778 TV1
- Public TV of
- 1779 Armenia
- Arab Radio &
- 1780 Television [ART]
- 1781 Kuwait TV
- 1783 Pro TV [RSC 3]
- 1784 RSC 1
- Rang A Rang
- 1785 [Farsi]
- 1787 DW Amerika
- 1788 ProSiebenSat.1Welt
- 1789 Antenna 1
- 1795 China Central TV 4
- CTI Zhong Tian
- 1796 Channel

Included Channel Premium Available For Additional Cost Channel Included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FiOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

- Phoenix North
- 1797 America Chinese Channel
- 1798 TVBe
- 1800 MC Hit List
- 1801 MC Hip-Hop and R&B
- 1802 MCU
- 1803 MC Dance/Electronica
- 1804 MC Rap
- 1805 MC Hip-Hop Classics
- 1806 MC Throwback Jamz
- 1807 MC R&B Classics
- 1808 MC R&B Soul
- 1809 MC Gospel
- 1810 MC Reggae
- 1811 MC Classic Rock
- 1812 MC Retro Rock
- 1813 MC Rock
- 1814 MC Metal
- 1815 MC Alternative
- 1816 MC Classic Alternative
- 1817 MC Adult Alternative
- 1818 MC Soft Rock
- 1819 MC Pop Hits
- 1820 MC 90s
- 1821 MC 80s
- 1822 MC 70s
- 1823 MC Solid Gold Oldies
- 1824 MC Party Favorites
- 1825 MC Stage & Screen
- 1826 MC Kidz Only!

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

**FiOS TV Prime
HD**

265 Ch, 67 HD

Chat Now

- 1827 MC Toddler Tunes
- 1828 MC Today's Country
- 1829 MC True Country
- 1830 MC Classic Country
- 1831 MC Contemporary
Christian
- 1832 MC Sounds of the
Season
- 1833 MC Soundscapes
- 1834 MC Smooth Jazz
- 1835 MC Jazz
- 1836 MC Blues
- 1837 MC Singers &
Swing
- 1838 MC Easy Listening
- 1839 MC Classical
Masterpieces
- 1840 MC Light Classical
- 1841 MC Musica Urbana
- 1842 MC Pop Latino
- 1843 MC Tropicales
- 1844 MC Mexicana
- 1845 MC Romances

Included Channel Premium Available For Additional Cost Channel included with a bundle

Programming Service offered in each package are subject to change and not all programming services will be available at all times, Blackout restrictions apply.

EXHIBIT 4

Shoemaker, Marlene

Subject: FW: Request for Verizon Subscriber Figures For 6 Maryland Communities

From: Edgington, M Eric (ERIC) [<mailto:eric.edgington@verizon.com>]

Sent: Wednesday, August 01, 2012 3:52 PM

To: Giroux, Fred

Subject: RE: Request for Verizon Subscriber Figures For 6 Maryland Communities

Verizon Confidential

Information

Fred,

Subject to the below terms, the following information is provided.

Verizon Cable Subscriber #s

Chevy Chase Village
Chevy Chase Section 3

Eric Edgington

Associate General Counsel

Ofc. 813.483.2618

Fax. 813.204.8870

EXHIBIT 5



Jan 12, 2012

Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, N.W.
Suite 800
Washington, DC 20006

To Whom It May Concern:

Media Business Corporation ("MediaBiz") utilizes a multi-step process to accurately identify cable client franchise areas and associated ZIP and ZIP+4 Codes. (A ZIP+4 Code includes the five digits of the United States Postal Service ZIP Code, a hyphen, and four more digits that determine a more precise location than the ZIP Code.)

MediaBiz developed this methodology to address the potential shortcomings in utilizing 5-digit ZIP Code data for "Effective Competition" petitions. This basic methodology has been in place for several years and has been used successfully in many Effective Competition cases at the FCC.

Because ZIP Codes and municipal boundaries are created and managed by different government authorities, the boundaries of ZIP Codes and municipal boundaries often overlap. ZIP Codes frequently span between and beyond municipal boundaries. ZIP+4 Codes, however, usually reside in one and only one municipality. MediaBiz uses Place, Minor Civil Division (MCD), and County boundaries from Dynamap®, a division of Pitney Bowes Business Insight, to determine municipal boundaries. MediaBiz uses the Dynamap® ZIP+4 Centroids database, which contains ZIP+4 centroid correspondence for virtually all deliverable ZIP+4s, to identify ZIP+4 Codes within municipal boundaries, among the over 60 million ZIP+4s in all 50 states, DC, and Puerto Rico, based on current data from the USPS and the U.S. Bureau of the Census, and the Tele Atlas master street database.

MediaBiz then utilizes its ZIP+4 Code mapping to enable our clients to obtain proper "Direct-to-Home" (DTH) subscriber counts for their respective franchise areas by tracking DTH subscribers at the ZIP+4 Code level. (Where MediaBiz determines that a ZIP Code falls entirely within a franchise area, however, it is unnecessary to identify DTH subscribers at the ZIP+4 Code level for that 5-digit ZIP Code. In these instances, MediaBiz identifies such 5-digit ZIP Codes and, accordingly, DTH subscribers are identified by the 5-digit ZIP Code only.

Only ZIP+4 Codes that meet specific criteria are included in this report. The following criteria must be met:

- The centroid of the ZIP+4 Code is within the franchise area; and
- The USPS ZIP+4 Record Type (from Dynamap® ZIP+4 Centroids) is either H - high-rise or S - street

Our methodology has been used by many multiple system operators (MSOs) as part of their Effective Competition relief efforts, and we believe this methodology produces the most accurate and detailed view of ZIP+4 data as it relates to cable franchise areas.


Robert Lehmann
President

MediaBiz

EXHIBIT 6

ECTR – Effective Competition Tracking Report



Provided by
Satellite Broadcasting and Communications Association

Pursuant to Section 76.907(c) of the FCC Rules, and your effective competition tracking request dated July 7, 2011 please find the following Direct-to-Home (DTH) satellite subscriber numbers per zip code (and/or zip+4 where necessary). The provision and use of this Effective Competition Tracking Report is governed by and subject to the terms and conditions of the Agreement for Provision and Use of Confidential Data, between your company and SBCA.

Report Date: September 25, 2012

ZIP Codes

DTH Count

Requested total for Chevy Chase Village, MD

Data is current through 8/31/2012

Report Prepared by:
Martin Esteves
Manager, Membership and Data Management
202-349-3630
mesteves@sbca.org

Methodology: Direct-To-Home (DTH) subscriber data reflects aggregated DIRECTV and DISH Network residential subscriber totals. The following data collection procedures are applied by Members in the normal course of business: a) single accounts with multiple receivers are only counted once; b) commercial and test accounts are not included; c) each occupied unit served in a multiple dwelling unit building has been counted as a separate residential subscriber; d) zip codes are taken from service locations (not billing addresses, where different); e) inactive accounts are routinely removed; f) invalid (undeliverable) addresses have been corrected where known; g) courtesy or complimentary accounts are included; and h) zip code information for Members' subscribers is periodically updated to reflect changes to zip codes by the United States Postal Service.

; oldest data from 2012-08-31

208153301
208153302
208153303
208153304
208153305
208153309
208153310
208153311
208153312
208153313
208153314
208153315
208153316
208153317
208153322
208153323
208153324
208153325
208153327
208153328
208153329
208153330
208153332
208153333
208153338
208153339
208153341
208153342
208153343
208153344
208153345
208153346
208153347
208153401
208153402
208153404
208153406
208153407
208153408
208153409
208153410
208153411
208153412
208153413
208153414
208153420
208153421
208153422
208153424
208153425
208153426

208153427
208153428
208153432
208153433
208153434
208153435
208153438
208153439
208153442
208153443
208153444
208153446
208154201
208154202
208154203
208154204
208154205
208154206
208154207
208154208
208154209
208154210
208154211
208154213
208154214
208154215
208154216
208154217
208154218
208154219
208154220
208154221
208154222
208154223
208154224
208154225
208154226
208154227
208154228
208154229
208154230
208154231
208154232
208154234
208154236
208154238
208154239
208154240
208154242
208154243
208154244
208154245

208154246
208154247
208154249
208154250
208154251
208154252
208154255
208154257
208154259
208154260
208154261
208154262
208154263
208154264
208154265
208154266
208154268
208154269
208154270
208154272
208154275
208154402
208155408
208155495
208157101
208157102
208157103
208157105
208157106
208157107
208157108
208157109
208157110
208157111
208157112
208157113
208157114
208157115
208157116
208157118
208157119
208157120
208157121
208157123
208157126

Total

ECTR – Effective Competition Tracking Report



Provided by
Satellite Broadcasting and Communications Association

Pursuant to Section 76.907(c) of the FCC Rules, and your effective competition tracking request dated July 7, 2011 please find the following Direct-to-Home (DTH) satellite subscriber numbers per zip code (and/or zip+4 where necessary). The provision and use of this Effective Competition Tracking Report is governed by and subject to the terms and conditions of the Agreement for Provision and Use of Confidential Data, between your company and SBCA.

Report Date: September 25, 2012

ZIP Codes

DTH Count

Requested total for Chevy Chase Village Section III, MD

Data is current through 8/31/2012

Report Prepared by:
Martin Esteves
Manager, Membership and Data Management
202-349-3630
mesteves@sbca.org

Methodology: Direct-To-Home (DTH) subscriber data reflects aggregated DIRECTV and DISH Network residential subscriber totals. The following data collection procedures are applied by Members in the normal course of business: a) single accounts with multiple receivers are only counted once; b) commercial and test accounts are not included; c) each occupied unit served in a multiple dwelling unit building has been counted as a separate residential subscriber; d) zip codes are taken from service locations (not billing addresses, where different); e) inactive accounts are routinely removed; f) invalid (undeliverable) addresses have been corrected where known; g) courtesy or complimentary accounts are included; and h) zip code information for Members' subscribers is periodically updated to reflect changes to zip codes by the United States Postal Service.

; oldest data from 2012-08-31

208153248
208153250
208153252
208154062
208154101
208154102
208154103
208154104
208154117
208154118
208154119
208154120
208154121
208154122
208154123
208154124
208154125
208154126
208154127
208154128
208154129
208154130
208154131
208154132
208154133
208154134
208154135
208154136
208154137
208154138
208154139
208154140
208154141
208154142
208154143
208154144
208154145
208154147
208154148
208154149
208154150
208154151
208154152
208154153
208154154
208154155
208154156
208154157
208154158
208154159
208154160

208154161
208154162
208154164
208154165
208154166
208154169
208154175
208154177
208154178
208154179
208154180
208154254
208154256
208154271
208154933
208154935
208154937
208154939

Total

ECTR – Effective Competition Tracking Report



Provided by
Satellite Broadcasting and Communications Association

Pursuant to Section 76.907(c) of the FCC Rules, and your effective competition tracking request dated July 7, 2011 please find the following Direct-to-Home (DTH) satellite subscriber numbers per zip code (and/or zip+4 where necessary). The provision and use of this Effective Competition Tracking Report is governed by and subject to the terms and conditions of the Agreement for Provision and Use of Confidential Data, between your company and SBCA.

Report Date: September 25, 2012

ZIP Codes	DTH Count
Requested total for Laytonsville, MD	40

Data is current through 8/31/2012

Report Prepared by:
Martin Esteves
Manager, Membership and Data Management
202-349-3630
mesteves@sbca.org

Methodology: Direct-To-Home (DTH) subscriber data reflects aggregated DIRECTV and DISH Network residential subscriber totals. The following data collection procedures are applied by Members in the normal course of business: a) single accounts with multiple receivers are only counted once; b) commercial and test accounts are not included; c) each occupied unit served in a multiple dwelling unit building has been counted as a separate residential subscriber; d) zip codes are taken from service locations (not billing addresses, where different); e) inactive accounts are routinely removed; f) invalid (undeliverable) addresses have been corrected where known; g) courtesy or complimentary accounts are included; and h) zip code information for Members' subscribers is periodically updated to reflect changes to zip codes by the United States Postal Service.

; oldest data from 2012-08-31

208821600	0
208821601	1
208821602	1
208821603	2
208821604	0
208821605	0
208821606	0
208821607	0
208821608	3
208821609	1
208821611	1
208821613	0
208821615	2
208821617	1
208821621	0
208821622	0
208821623	0
208821624	1
208821625	1
208821626	0
208821627	0
208821628	0
208821630	1
208821632	2
208821900	0
208821901	1
208821902	0
208821903	2
208821906	3
208821907	2
208821909	2
208821910	0
208821911	1
208821912	2
208821913	0
208821915	0
208821917	0
208821919	1
208821921	0
208821930	0
208821932	0
208821936	0
208821938	1
208821947	0
208821948	0
208822400	4
208822401	4
208829996	0
Total	40

ECTR – Effective Competition Tracking Report



Provided by
Satellite Broadcasting and Communications Association

Pursuant to Section 76.907(c) of the FCC Rules, and your effective competition tracking request dated July 7, 2011 please find the following Direct-to-Home (DTH) satellite subscriber numbers per zip code (and/or zip+4 where necessary). The provision and use of this Effective Competition Tracking Report is governed by and subject to the terms and conditions of the Agreement for Provision and Use of Confidential Data, between your company and SBCA.

Report Date: September 25, 2012

ZIP Codes	DTH Count
Requested total for Poolesville, MD	680

Data is current through 8/31/2012

Report Prepared by:
Martin Esteves
Manager, Membership and Data Management
202-349-3630
mesteves@sbca.org

Methodology: Direct-To-Home (DTH) subscriber data reflects aggregated DIRECTV and DISH Network residential subscriber totals. The following data collection procedures are applied by Members in the normal course of business: a) single accounts with multiple receivers are only counted once; b) commercial and test accounts are not included; c) each occupied unit served in a multiple dwelling unit building has been counted as a separate residential subscriber; d) zip codes are taken from service locations (not billing addresses, where different); e) inactive accounts are routinely removed; f) invalid (undeliverable) addresses have been corrected where known; g) courtesy or complimentary accounts are included; and h) zip code information for Members' subscribers is periodically updated to reflect changes to zip codes by the United States Postal Service.

; oldest data from 2012-08-31

208372000	0
208372001	0
208372002	0
208372003	1
208372004	1
208372005	0
208372006	0
208372007	0
208372008	0
208372009	1
208372010	4
208372011	0
208372012	1
208372013	1
208372014	3
208372015	3
208372016	6
208372017	0
208372018	4
208372019	0
208372020	3
208372021	2
208372022	0
208372023	0
208372024	0
208372025	4
208372026	6
208372027	8
208372028	2
208372029	5
208372030	4
208372031	3
208372032	1
208372033	3
208372034	3
208372035	2
208372036	0
208372037	6
208372038	5
208372039	0
208372040	1
208372041	5
208372042	3
208372043	2
208372044	3
208372045	1
208372046	1
208372047	1
208372048	2
208372049	2
208372050	3

REDACTED - FOR PUBLIC INSPECTION

208372051	0
208372052	2
208372053	2
208372054	0
208372055	0
208372056	0
208372057	1
208372058	4
208372059	5
208372060	0
208372061	1
208372062	1
208372063	4
208372064	3
208372065	0
208372066	2
208372067	1
208372068	6
208372069	1
208372070	0
208372071	1
208372072	0
208372073	0
208372074	0
208372075	0
208372076	1
208372077	0
208372078	0
208372079	0
208372080	2
208372081	2
208372082	0
208372083	0
208372084	0
208372085	0
208372086	0
208372087	0
208372088	0
208372089	0
208372090	0
208372091	0
208372092	0
208372094	3
208372095	1
208372098	0
208372099	2
208372100	1
208372104	0
208372105	8
208372106	5
208372107	5
208372108	5

REDACTED - FOR PUBLIC INSPECTION

208372109	4
208372110	3
208372111	2
208372112	3
208372113	1
208372114	0
208372115	0
208372116	1
208372117	8
208372118	1
208372119	1
208372120	4
208372121	2
208372122	4
208372123	4
208372124	3
208372126	7
208372127	3
208372128	3
208372129	8
208372130	6
208372131	7
208372132	7
208372133	2
208372134	4
208372135	3
208372137	4
208372138	3
208372139	2
208372140	7
208372141	6
208372142	9
208372143	2
208372144	5
208372146	0
208372147	0
208372148	0
208372149	0
208372150	5
208372151	2
208372152	3
208372153	0
208372154	1
208372155	1
208372156	2
208372157	4
208372158	6
208372160	2
208372161	5
208372162	4
208372163	14
208372164	7

REDACTED - FOR PUBLIC INSPECTION

208372165	3
208372166	2
208372167	2
208372168	3
208372169	2
208372170	2
208372171	0
208372172	2
208372173	2
208372174	4
208372175	1
208372176	4
208372177	0
208372178	1
208372179	6
208372180	2
208372181	6
208372183	0
208372184	1
208372185	0
208372186	1
208372187	2
208372188	1
208372189	0
208372190	0
208372191	4
208372192	2
208372193	0
208372194	1
208372200	10
208372201	0
208372202	0
208372203	1
208372204	0
208372205	1
208372206	0
208372207	1
208372208	0
208372209	1
208372210	0
208372211	1
208372212	3
208372213	4
208372214	6
208372215	1
208372216	2
208372217	0
208372218	2
208372220	0
208372221	1
208372222	0
208372223	2

REDACTED - FOR PUBLIC INSPECTION

208372224	0
208372225	2
208372226	1
208372227	1
208372228	1
208372229	2
208372230	1
208372231	0
208372232	4
208372233	3
208372234	3
208372235	0
208372236	1
208372237	1
208372238	3
208372239	2
208372240	0
208372241	1
208372242	3
208372243	1
208372244	2
208372245	1
208372246	0
208372247	1
208372248	2
208372249	0
208372250	2
208372251	1
208372252	1
208372253	1
208372254	0
208372255	1
208372256	0
208372257	3
208372276	5
208372277	0
208372278	1
208372279	0
208372280	3
208372281	4
208372282	1
208372283	6
208372284	6
208372285	1
208372286	3
208372287	2
208372289	3
208372290	2
208372291	3
208372292	3
208372293	3
208372294	2

REDACTED - FOR PUBLIC INSPECTION

208372295	3
208372296	7
208372298	4
208372299	0
208372300	1
208372301	0
208372302	1
208372303	1
208372304	2
208372305	3
208372306	5
208372307	0
208372308	1
208372400	2
208372402	1
208372403	2
208372404	1
208372405	8
208372406	4
208372407	2
208372408	5
208372409	8
208372410	5
208372411	2
208372500	3
208372501	3
208372502	2
208372503	3
208372504	5
208372505	2
208372506	2
208372507	2
208372508	2
208372509	1
208372510	5
208372511	1
208373000	1
208373001	1
208373002	5
208373003	2
208373004	4
208373005	1
208373006	0
208373007	0
208373008	3
208373009	2
208373010	2
208373011	1
208373012	2
208373013	2
208373014	1
208373015	1

REDACTED - FOR PUBLIC INSPECTION

208373016	0
208373017	1
208373018	0
208373019	0
208373020	2
208373021	0
208373022	0
208373023	0
208378501	1
208378504	1
208378506	0
208378567	1
208378576	0
208378665	1
208378672	1
208378674	0
208379045	1
208379062	0
208379063	0
208379314	0
208379357	1
208379401	0
208379408	0
208379575	0
208379998	0
Total	680

EXHIBIT 7

U.S. Census Bureau



H1

OCCUPANCY STATUS**Universe: Housing units****2010 Census Redistricting Data (Public Law 94-171) Summary File**

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see
<http://www.census.gov/prod/cen2010/pl94-171.pdf>

NOTE: Change to the California, Connecticut, Mississippi, New Hampshire, Virginia, and Washington P. L. 94-171
Summary Files as delivered.

	Chevy Chase Village town, Maryland	
1	Total:	726
3	Occupied	697
of 3	Vacant	29

Source: U.S. Census Bureau, 2010 Census.

U.S. Census Bureau



H1

OCCUPANCY STATUS**Universe: Housing units****2010 Census Redistricting Data (Public Law 94-171) Summary File**

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see
<http://www.census.gov/prod/cen2010/pl94-171.pdf>

NOTE: Change to the California, Connecticut, Mississippi, New Hampshire, Virginia, and Washington P. L. 94-171
Summary Files as delivered.

Chevy Chase Section Three village, Maryland	
Total:	278
Occupied	271
Vacant	7

Source: U.S. Census Bureau, 2010 Census.

U.S. Census Bureau



H1

OCCUPANCY STATUS

Universe: Housing units

2010 Census Redistricting Data (Public Law 94-171) Summary File

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see
<http://www.census.gov/prod/cen2010/pl94-171.pdf>

NOTE: Change to the California, Connecticut, Mississippi, New Hampshire, Virginia, and Washington P. L. 94-171
Summary Files as delivered.

Laytonsville town, Maryland	
1	Total: 133
3	Occupied 127
of 3	Vacant 6

Source: U.S. Census Bureau, 2010 Census.

U.S. Census Bureau



H1

OCCUPANCY STATUS**Universe: Housing units****2010 Census Redistricting Data (Public Law 94-171) Summary File**

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see
<http://www.census.gov/prod/cen2010/pl94-171.pdf>

NOTE: Change to the California, Connecticut, Mississippi, New Hampshire, Virginia, and Washington P. L. 94-171
Summary Files as delivered.

Poolesville town, Maryland	
1 Total:	1,663
3 Occupied	1,602
of 3 Vacant	61

Source: U.S. Census Bureau, 2010 Census.

EXHIBIT 8

REDACTED - FOR PUBLIC INSPECTION

Community	State	Total DBS Subscribers	Verizon Subscribers	2010 Census Data Occupied Housing Units	% of DBS Penetration In Franchise Area Column C+ Column D/ Column E
Chevy Chase Village	MD			697	45.77%
Chevy Chase Village Section 3	MD			271	58.67%
Laytonsville	MD	40		127	31.50%
Poolesville	MD	680		1,602	42.45%

EXHIBIT 9

Selected June 30, 2011 Data Filed for the Incumbent Local Exchange Carrier Operations
of the Regional Bell Operating Companies in Part II.A of Form 477

			Lines and channels provided to end users		
Holding Company	State	FRN	Total	% residential lines	% provided over own facilities
AT&T Inc.	Alabama	0008644056	947,502	62%	100%
AT&T Inc.	Arkansas	0008644056	481,216	55%	100%
AT&T Inc.	California	0008644056	9,100,681	54%	100%
AT&T Inc.	Connecticut	0008644056	1,045,953	58%	100%
AT&T Inc.	Florida	0008644056	2,857,471	58%	100%
AT&T Inc.	Georgia	0008644056	1,937,258	55%	100%
AT&T Inc.	Illinois	0008644056	3,061,010	51%	100%
AT&T Inc.	Indiana	0008644056	1,049,645	54%	100%
AT&T Inc.	Kansas	0008644056	508,416	53%	100%
AT&T Inc.	Kentucky	0008644056	556,009	57%	100%
AT&T Inc.	Louisiana	0008644056	1,138,217	58%	100%
AT&T Inc.	Michigan	0008644056	1,882,072	51%	100%
AT&T Inc.	Mississippi	0008644056	694,569	59%	100%
AT&T Inc.	Missouri	0008644056	1,172,688	60%	100%
AT&T Inc.	Nevada	0008644056	207,897	60%	100%
AT&T Inc.	North Carolina	0008644056	1,120,426	54%	100%
AT&T Inc.	Ohio	0008644056	1,711,388	58%	100%
AT&T Inc.	Oklahoma	0008644056	683,052	56%	100%
AT&T Inc.	South Carolina	0008644056	713,905	61%	100%
AT&T Inc.	Tennessee	0008644056	1,222,245	62%	100%
AT&T Inc.	Texas	0008644056	4,481,383	55%	100%
AT&T Inc.	Wisconsin	0008644056	875,426	49%	100%
Verizon Communications Inc.	California	0001536424	2,388,364	63%	100%
Verizon Communications Inc.	Connecticut	0003469442	23,822	57%	100%
Verizon Communications Inc.	Delaware	0003271798	282,849	56%	100%
Verizon Communications Inc.	District of Columbia	0002109213	624,886	19%	100%
Verizon Communications Inc.	Florida	0001824804	898,627	65%	100%
Verizon Communications Inc.	Maryland	0002166825	2,002,381	53%	100%
Verizon Communications Inc.	Massachusetts	0003628971	1,828,933	54%	100%
Verizon Communications Inc.	New Jersey	0003316692	2,415,422	54%	100%
Verizon Communications Inc.	New York	0003469442	4,258,519	54%	100%
Verizon Communications Inc.	North Carolina	0001962588	408	88%	100%
Verizon Communications Inc.	Pennsylvania	0003273505	2,770,880	63%	100%
Verizon Communications Inc.	Pennsylvania	0020249777	379,800	71%	100%
Verizon Communications Inc.	Rhode Island	0003628971	228,753	62%	100%
Verizon Communications Inc.	Texas	0001680263	836,984	59%	100%
Verizon Communications Inc.	Virginia	0001962588	406,137	67%	100%
Verizon Communications Inc.	Virginia	0002073203	1,747,777	52%	100%

EXHIBIT 10

Statistics of Communications Common Carriers

Table 2.1 - List of Telephone Carriers Reporting to the Commission for the Year Ended December 31, 2006
Whose Reports Were Used in this Statistical Tabulation

(Dollar Amounts Shown in Thousands)				
Incumbent Local Exchange Carriers				
Name of Company	Headquarters *	Total Operating Revenues **	Total Access # Lines	State/Area Operation of Carrier's
BellSouth Telecommunications, Inc. d/b/a AT&T Inc.	Atlanta, GA	\$16,756,140	51,584,816	9 Southeastern states ¹
Southwestern Bell Telephone L.P. d/b/a AT&T Inc.	San Antonio, TX	11,519,128	30,794,718	AR, KS, MO, OK, TX
Pacific Bell Telephone Company d/b/a AT&T Inc.	San Francisco, CA	9,975,150	35,935,600	CA
Qwest Corporation	Denver, CO	9,782,763	21,847,824	14 W. & Midw. States ²
Verizon New York Inc.	New York, NY	6,079,877	42,993,193	CT, NY
Verizon New England Inc.	Boston, MA	3,806,297	17,765,390	ME, MA, NH, RI, VT
Illinois Bell Telephone Company d/b/a AT&T Inc.	Chicago, IL	3,779,528	11,521,999	IL
Verizon New Jersey Inc.	Newark, NJ	3,301,151	21,319,502	NJ
Verizon North Inc.	Irving, TX	3,273,553	6,061,450	IL, IN, MI, OH, PA, WI
Verizon Pennsylvania Inc.	Philadelphia, PA	3,223,131	13,756,044	PA
Verizon California Inc.	Irving, TX	3,033,522	10,479,763	AZ, CA, NV
Michigan Bell Telephone Company d/b/a AT&T Inc.	Chicago, IL	2,883,665	7,494,971	MI
Verizon Maryland Inc.	Baltimore, MD	2,271,783	10,298,430	MD
Ohio Bell Telephone Company, The d/b/a AT&T Inc.	Chicago, IL	2,268,363	6,307,257	OH
Verizon Virginia Inc.	Richmond, VA	2,068,217	13,186,150	VA
Verizon Florida Inc.	Irving, TX	1,564,994	4,392,124	FL
Southern New England Telephone Co. d/b/a AT&T Inc.	New Haven, CT	1,470,200	3,648,637	CT
Embarq Florida, Inc.	Kansas City, Mo.	1,434,715	8,721,842	FL
Puerto Rico Telephone Co. d/b/a Verizon Comm.	San Juan, P.R.	1,341,363	1,364,153	PR
Indiana Bell Telephone Company d/b/a AT&T Inc.	Chicago, Ill.	1,309,162	3,475,151	IN
GTE Southwest Incorporated d/b/a Verizon Southwest	Irving, TX	1,271,030	4,144,519	TX
Wisconsin Bell, Inc. d/b/a AT&T Inc.	Chicago, IL	1,188,347	3,228,334	WI
Verizon Northwest Inc.	Irving, TX	1,047,576	3,335,356	CA, ID, OR, WA
Verizon South Inc.	Irving, TX	845,273	2,549,083	IL, NC, SC, VA
Carolina Telephone and Telegraph Co. d/b/a Embarq Corp.	Kansas City, MO	811,548	6,544,405	NC
Cincinnati Bell Telephone Co.	Cincinnati, OH	713,861	1,026,012	IN, KY, OH
Central Telephone Co. d/b/a Embarq Corp.	Chicago, IL	708,044	10,833,202	NV, NC
Verizon West Virginia Inc.	Charleston, WV	585,174	1,411,559	WV
Verizon Washington, DC Inc.	Washington, D.C.	583,689	5,849,614	DC
United Telephone - Southeast, Inc. d/b/a Embarq Corp.	Kansas City, MO	546,573	1,454,239	TN, VA, WV
Valor Telecom of Texas, LP d/b/a Windstream Comm. SW	Irving, TX	428,658	673,148	NM, OK, TX
United Telephone Co. of Ohio d/b/a Embarq Corp.	Kansas City, MO	405,165	2,164,662	OH
Windstream Kentucky	Little Rock, AR	389,855	599,735	KY
Verizon Delaware Inc.	Wilmington, DE	338,724	1,636,454	DE
Frontier Telephone of Rochester, Inc.	Rochester, NY	323,806	906,234	NY
United Telephone Co. of Pennsylvania d/b/a Embarq Corp.	Kansas City, MO	284,952	1,229,204	PA
Windstream Georgia Communications Corp.	Little Rock, AR	267,765	292,171	GA
CenturyTel of Alabama, LLC	Monroe, LA	245,555	462,771	AL
Citizens Telecommunications Co. of New York, Inc.	Stamford, CT	231,984	271,853	NY
Nevada Bell Telephone Company d/b/a AT&T Inc.	San Francisco, CA	230,477	713,986	NV
Central Telephone Co. of Virginia d/b/a Embarq Corp.	Chicago, IL	226,880	852,169	VA
Commonwealth Telephone Company	Dallas, PA	222,767	450,510	PA
CenturyTel of Missouri, LLC	Monroe, LA	209,705	731,387	MO
Embarq Missouri, Inc.	Kansas City, MO	200,379	912,798	IA, KS, MO
Iowa Telecommunications Services, Inc.	Newton, IA	191,794	318,162	IA
Windstream Nebraska	Little Rock, AR	182,978	249,426	IA, KS, NE
Central Telephone Co. of Texas d/b/a Embarq Corp.	Chicago, IL	172,694	471,326	TX
United Telephone Co. of Indiana, Inc. d/b/a Embarq Corp.	Kansas City, MO	172,605	479,813	IN
Windstream Pennsylvania	Little Rock, AR	165,420	239,980	PA
United Telephone Co. of Texas, Inc. d/b/a Embarq Corp.	Kansas City, MO	162,478	279,611	TX
Windstream North Carolina	Little Rock, AR	160,537	272,270	NC
United Telephone Co. of New Jersey, Inc. d/b/a Embarq	Kansas City, MO	146,140	744,871	NJ
SureWest Telephone	Roseville, CA	143,075	325,965	CA
Citizens Telecommunications Co. of California	Stamford, CT	137,107	201,189	CA
Windstream Western Reserve Telephone - Ohio	Little Rock, AR	136,536	212,125	OH
CenturyTel of Washington, Inc.	Monroe, LA	133,298	313,253	WA

* In many cases, the headquarters listed is for the parent company. See Table 1.2 for the intercorporate relations of wireline affiliates of subject local exchange carriers.

** Data on Total Operating Revenues are from Tables 2.8 and 2.9.

¹ Access line data are from Table 2.6 and include special (non-switched) lines.

¹ AL, FL, GA, KY, LA, MS, NC, SC, TN

² AZ, CO, ID, IA, MN, MT, NE, NM, ND, OR, SD, UT, WA, WY

Statistics of Communications Common Carriers
Table 2.8 - Statistics of Regional Bell Operating Companies
as of December 31, 2006 and for the Year Then Ended -- Continued

(Dollar Amounts Shown in Thousands)

Line No.	Account/Row Number	Items	16 VZ Verizon Maryland Inc.	17 VZ Verizon New England Inc.	18 VZ Verizon New Jersey Inc.	19 VZ Verizon New York Inc.	20 VZ Verizon North Inc.
		<u>Balance Sheet Accounts - Assets</u>					
		<u>Current Assets:</u>					
1	1120	Cash and Equivalents	\$84,100	\$214,824	\$135,296	\$483,113	\$122,233
2	1170	Receivables	494,140	802,365	582,264	1,219,804	529,946
3	1171	Allowance for Doubtful Accounts	34,028	93,258	73,599	135,572	30,575
4	1220	Inventories	19,326	22,095	22,964	38,389	14,450
5	120	Total Noncash Current Assets	479,438	731,202	531,629	1,122,620	513,821
6	1280	Prepayments	23,522	1,954	6,127	25,611	23,239
7	1350	Other Current Assets	47,704	104,777	70,471	161,000	70,462
8	130	Total Current Assets	634,764	1,052,757	743,522	1,792,345	729,756
		<u>Noncurrent Assets:</u>					
9	1406	Nonregulated Investments	0	0	0	0	0
10	1410	Other Noncurrent Assets	(7,332)	275,194	80,984	767,815	2,163,631
11	1438	Def. Maint., Retirements and Other Def. Charges	40,472	110,738	63,038	172,749	61,742
12	1500	Other Jurisdictional Assets - Net	(851,943)	(453,837)	(2,305,160)	1,716,778	(3,214)
13	150	Total Noncurrent Assets	(818,804)	(67,905)	(2,161,138)	2,657,342	2,222,159
		<u>Plant:</u>					
14	2001	Telecommunications Plant in Service (TPIS)	8,793,752	17,954,810	13,214,901	29,469,585	13,101,635
15	2002	Property Held for Future Telecom Use (PHFTU)	0	146	0	1,857	0
16	2003	Telecommunications Plant Under Construction	129,651	265,398	204,467	373,711	16,634
17	2005	Telecommunications Plant Adjustment	0	0	0	0	0
18	2006	Nonoperating Plant	3,283	12,350	10,890	27,171	535
19	2007	Goodwill	0	0	0	0	0
20	210	Total Plant	8,926,686	18,232,703	13,430,258	29,872,324	13,118,805
		<u>TPIS - General Support:</u>					
21	2111	Land	23,596	35,530	37,240	73,788	28,444
22	2112	Motor Vehicles	96,849	157,416	181,702	239,906	86,488
23	2113	Aircraft	0	0	0	0	0
24	2114	Tools and Other Work Equipment	86,667	112,243	103,735	169,301	89,821
25	2121	Buildings	604,662	1,121,182	1,010,600	2,893,975	648,407
26	2122	Furniture	135	10,169	2,216	1,911	29,122
27	2123	Office Equipment	10,123	12,402	10,386	15,968	54,917
28	2124	General Purpose Computers	162,292	137,699	414,993	219,292	150,793
29	2110	Total Land and Support Assets	984,323	1,586,641	1,760,872	3,614,141	1,087,992
		<u>TPIS - Central Office:</u>					
30	2211	Non-Digital Switching	14,418	1	0	0	0
31	2212.1	Circuit Switching	1,495,261	3,163,981	2,046,458	4,775,635	2,037,980
32	2212.2	Packet Switching	73,610	85,639	97,136	130,208	44,873
33	2212	Digital Electronic Switching	1,568,870	3,249,621	2,143,594	4,905,843	2,082,853
34	2210	Total Central Office Switching	1,583,289	3,249,622	2,143,594	4,905,843	2,082,853
35	2220	Operator Systems	10,730	16,359	17,271	42,941	23,227
36	2231	Radio Systems	521	6,198	2,426	10,082	5,211
37	2232.1	Electronic Circuit	2,464,511	4,542,107	3,781,782	7,244,817	1,967,271
38	2232.2	Optical Circuit	0	0	0	0	0
39	2232	Circuit Equipment	2,464,511	4,542,107	3,781,782	7,244,817	1,967,271
40	2230	Total Central Office Transmission	2,465,032	4,548,305	3,784,208	7,254,899	1,972,482
		<u>TPIS - Information Origination/Termination:</u>					
41	2311	Station Apparatus	0	0	0	0	0
42	2321	Customer Premises Wiring	0	0	0	0	0
43	2341	Large Private Branch Exchanges	0	0	0	0	0
44	2351	Public Telephone Terminal Equipment	13,162	36,853	19,777	89,474	2,220
45	2362	Other Terminal Equipment	82,266	273,729	58,342	378,450	140,328
46	2310	Total Information Origination/Termination	95,428	310,581	78,119	467,924	142,548

Statistics of Communications Common Carriers
Table 2.8 - Statistics of Regional Bell Operating Companies
as of December 31, 2006 and for the Year Then Ended -- Continued

(Dollar Amounts Shown in Thousands)

Line No.	Account/Row Number	Items	16 VZ Verizon Maryland Inc.	17 VZ Verizon New England Inc.	18 VZ Verizon New Jersey Inc.	19 VZ Verizon New York Inc.	20 VZ Verizon North Inc.
		<u>TPIS - Cable and Wire Facilities:</u>					
47	2411	Poles	107,277	937,742	184,128	654,542	288,662
48	2421	Aerial Cable	1,046,174	4,190,884	2,231,817	6,200,533	1,313,752
49	2422	Underground Cable	473,560	1,543,201	1,226,319	2,736,829	484,430
50	2423	Buried Cable	1,469,664	354,934	665,893	1,233,649	3,316,184
51	2424	Submarine and Deep Sea Cable	1,911	8,174	4,991	6,779	916
52	2426	Intrabuilding Network Cable	52,007	43,392	175,031	426,791	4,058
53	2431	Aerial Wire	0	0	0	0	25,584
54	2441	Conduit Systems	412,875	1,066,898	873,331	1,755,603	244,717
55	2410	Total Cable and Wire Facilities	3,563,469	8,145,225	5,361,509	13,014,727	5,678,304
56	240	Total TPIS (Before Amortizable Assets)	8,702,271	17,856,732	13,145,573	29,300,475	10,987,406
		<u>TPIS - Amortizable Assets:</u>					
57	2681	Capital Leases	35,645	13,540	14,063	28,362	11,924
58	2682	Leasehold Improvements	2,598	12,864	11,982	61,464	6,992
59	2680	Total Amortizable Tangible Assets	38,243	26,404	26,045	89,826	18,916
60	2690.1	Network Software	41,752	50,975	28,098	43,012	67,112
61	2690.2	General Purpose Computer Software	11,486	20,698	15,185	36,272	2,028,202
62	2690	Intangibles	53,238	71,673	43,283	79,284	2,095,314
63	260	Total Telecommunications Plant in Service	8,793,752	17,954,810	13,214,901	29,469,585	13,101,635
		<u>Depreciation And Amortization:</u>					
64	3100	Accumulated Depreciation	6,227,780	12,951,058	9,516,727	21,038,492	7,673,153
65	3200	Accumulated Depreciation - PHFTU	0	2	0	677	0
66	3300	Accumulated Depreciation - Nonoperating	828	460	1,581	2,982	66
67	3410	Accumulated Amortization - Capitalized Leases	29,913	3,904	6,510	15,430	9,638
68	340	Total Depreciation and Amortization	6,258,521	12,955,424	9,524,817	21,057,581	7,682,856
69	350	Net Plant	2,668,165	5,277,279	3,905,442	8,814,743	5,435,948
70	360	Total Assets	2,484,125	6,262,131	2,487,826	13,264,430	8,387,863
		<u>Balance Sheet Accounts - Liabilities</u>					
		<u>Current Liabilities:</u>					
71	4000	Current Accounts and Notes Payable	193,121	806,729	314,976	4,413,167	1,006,328
72	4040	Customers' Deposits	1,781	210	84	7,647	77
73	4070	Income Taxes - Accrued	(6,139)	(1,492)	(25,041)	12,266	34,578
74	4080	Other Taxes - Accrued	6,930	37,573	3,799	39,882	83,474
75	4100	Net Current Deferred Operating Income Taxes	9,169	12,194	(9,479)	35,336	(14,182)
76	4110	Net Current Deferred Nonoperating Income Taxes	0	0	0	0	0
77	4130	Other Current Liabilities	225,257	499,207	333,218	716,250	304,380
78	410	Total Current Liabilities	430,119	1,354,422	617,558	5,224,549	1,414,654
79	4200	Long-Term Debt and Funded Debt	1,239,945	2,573,365	1,431,586	2,900,372	894,042
		<u>Other Liabilities and Deferred Credits:</u>					
80	4300	Other Long-Term Liabilities and Deferred Credits	629,970	1,649,230	1,109,329	3,579,293	872,066
81	4320	Unamortized Operating Invest. Tax Credits - Net	6,565	22,042	15,469	42,748	0
82	4330	Unamortized Nonop. Invest. Tax Credits - Net	0	0	0	0	0
83	4340	Net Noncurrent Deferred Operating Income Taxes	188,908	221,711	216,764	(121,673)	1,947,222
84	4341	Net Deferred Tax Liability Adjustments	123	19,343	65,011	4,096	10,250
85	4350	Net Noncurrent Deferred Nonoperating Inc. Taxes	5,844	(14,520)	642	2,119	0
86	4361	Deferred Tax Regulatory Liability	(123)	(19,343)	(65,011)	(4,096)	(10,250)
87	4370	Other Juris. Liabilities/Deferred Credits - Net	(413,192)	(170,652)	(875,081)	708,142	432,496
88	430	Total Other Liabilities and Deferred Credits	418,094	1,707,810	467,123	4,210,629	3,251,784
		<u>Stockholders' Equity:</u>					
89	4510	Capital Stock	735,420	1,000	1,357,195	1,000	978,351
90	4520	Additional Paid-in Capital	143,040	1,367,432	0	2,135,146	1,012,849
91	4530	Treasury Stock	0	0	0	0	0

Statistics of Communications Common Carriers
Table 2.8 - Statistics of Regional Bell Operating Companies
as of December 31, 2006 and for the Year Then Ended -- Continued
(Dollar Amounts Shown in Thousands)

Line No.	Account/Row Number	Items	16 VZ Verizon Maryland Inc.	17 VZ Verizon New England Inc.	18 VZ Verizon New Jersey Inc.	19 VZ Verizon New York Inc.	20 VZ Verizon North Inc.
		<u>Stockholders' Equity Cont'd:</u>					
92	4540	Other Capital	0	0	0	0	25,589
93	4550	Retained Earnings	(482,494)	(741,897)	(1,385,636)	(1,207,266)	810,594
94	440	Total Stockholders' Equity	395,967	626,535	(28,441)	928,880	2,827,383
95	450	Total Liabilities and Stockholders' Equity	2,484,125	6,262,131	2,487,826	13,264,430	8,387,863
96	460	Retained Earnings (Beginning of Year)	(448,857)	(760,089)	(1,359,702)	(785,650)	1,165,210
97	465	Net Income	16,363	(151,901)	175,969	(818,803)	430,384
98	470	Dividends Declared	50,000	0	202,000	0	785,000
99	475	Miscellaneous Debits	0	0	0	0	0
100	480	Miscellaneous Credits	0	170,093	97	397,187	0
101	490	Retained Earnings (End of Year)	(482,494)	(741,897)	(1,385,636)	(1,207,266)	810,594
		<u>Income Statement Accounts</u>					
		<u>Revenue Accounts</u>					
		<u>Local Network Service Revenues:</u>					
102	5001	Basic Area Revenues	697,902	1,177,867	650,553	1,902,758	893,305
103	5040	Local Private Line Revenues	65,886	119,138	119,102	97,092	11,722
104	5060	Other Basic Area Revenues	231,905	355,200	396,802	638,208	257,380
105	520	Local Network Service Revenues	995,693	1,652,205	1,166,458	2,638,058	1,162,407
		<u>Network Access Service Revenues:</u>					
106	5081	End-User Revenues	218,435	396,542	354,383	588,875	378,791
107	5082	Switched Access Revenues	133,074	265,310	246,952	429,834	211,478
108	5083	Special Access Revenues	450,954	715,404	709,765	1,121,174	418,031
109	522	Total Network Access Service Revenues	802,463	1,377,257	1,311,100	2,139,883	1,008,300
110	5100	Long Distance Message Revenues	95,678	243,513	239,443	148,291	75,830
		<u>Miscellaneous Revenues:</u>					
111	5230	Directory Revenues	12,214	50,473	17,693	153,409	23,038
112	526	Miscellaneous Revenues	225,175	361,285	402,842	801,950	879,232
113	527	Total Miscellaneous Revenues	237,389	411,758	420,535	955,358	902,270
114	5280	Nonregulated Revenues	151,778	186,743	189,121	234,773	162,502
115	5300	Uncollectible Revenues	11,219	65,178	25,507	36,487	37,756
116	530	Total Operating Revenues	2,271,783	3,806,297	3,301,151	6,079,877	3,273,553
		<u>Expense Accounts</u>					
		<u>Plant Specific Operations:</u>					
		<u>Network Support Expenses:</u>					
117	615	Account 6112 - Motor Vehicle	1,813	2,036	4,550	2,333	3,532
118	625	Account 6113 - Aircraft	593	1,258	856	2,395	851
119	635	Account 6114 - Tools and Other Work Equipment	389	6,658	523	14,085	879
120	6110	Total Network Support Expenses	2,795	9,952	5,929	18,813	5,262
		<u>General Support Expenses:</u>					
121	6121	Land and Building	57,722	138,280	65,824	292,933	51,459
122	6122	Furniture and Artworks	(383)	3,172	709	10,201	780
123	6123	Office Equipment	1,046	6,372	3,860	12,614	4,586
124	6124	General Purpose Computers	44,168	69,254	60,084	130,499	60,590
125	6120	Total General Support Expenses	102,553	217,078	130,478	446,247	117,416
		<u>Central Office Switching Expenses:</u>					
126	6211	Non-Digital Electronic Switching	905	954	296	7,150	0
127	6212.1	Circuit	39,912	107,932	66,106	227,497	60,001
128	6212.2	Packet	23	317	27	87	55
129	6212	Digital Electronic Switching	39,935	108,249	66,133	227,584	60,055
130	6210	Total Central Office Switching Expenses	40,840	109,203	66,428	234,734	60,055
131	6220	Operator Systems Expenses	1,499	56	108	399	70

Statistics of Communications Common Carriers
Table 2.8 - Statistics of Regional Bell Operating Companies
as of December 31, 2006 and for the Year Then Ended -- Continued

(Dollar Amounts Shown in Thousands)

Line No.	Account/Row Number	Items	16 VZ Verizon Maryland Inc.	17 VZ Verizon New England Inc.	18 VZ Verizon New Jersey Inc.	19 VZ Verizon New York Inc.	20 VZ Verizon North Inc.
		<u>Central Office Transmission Expenses:</u>					
132	6231	Radio Systems	102	180	133	1,845	86
133	6232.1	Electronic Circuit	29,709	63,828	39,355	121,847	16,767
134	6232.2	Optical Circuit	3	0	2	0	19
135	6232	Circuit Equipment	29,713	63,828	39,357	121,847	16,785
136	6230	Total Central Office Transmission Expenses	29,815	64,009	39,490	123,691	16,871
		<u>Information Origination/Termination Exps:</u>					
137	6311	Station Apparatus	0	0	0	0	11,978
138	6341	Large Private Branch Exchange	0	0	0	0	8,395
139	6351	Public Telephone Terminal Equipment	1,597	5,992	3,971	21,390	1,491
140	6362	Other Terminal Equipment	75,084	102,356	93,062	266,759	26,668
141	6310	Total Information Origination/Termination Exps.	76,680	108,349	97,033	288,149	48,532
		<u>Cable And Wire Facilities Expenses:</u>					
142	6411	Pole	5,556	12,476	13,374	10,765	13,713
143	6421	Aerial Cable	71,617	334,687	232,917	681,578	53,599
144	6422	Underground Cable	8,762	43,480	37,461	114,620	6,246
145	6423	Buried Cable	86,313	17,139	36,600	52,310	70,289
146	6424	Submarine and Deep Sea Cable	(29)	(62)	(50)	(105)	(17)
147	6426	Intrabuilding Network Cable	95	2,571	61	9,552	498
148	6431	Aerial Wire	0	0	0	0	198
149	6441	Conduit Systems	782	13,189	12,124	107,900	895
150	6410	Total Cable and Wire Facilities Expenses	173,096	423,480	332,489	976,619	145,422
151	650	Total Plant Specific Operations Expenses	427,279	932,126	671,955	2,088,653	393,628
		<u>Plant Nonspecific Operations Expenses:</u>					
152	6511	Property Held for Future Telecom. Use	0	0	0	0	0
153	665	Account 6512 - Provisioning	3,347	6,213	4,526	9,721	1,596
154	6510	Other Property and Equipment Expenses	3,347	6,213	4,526	9,721	1,596
155	6531	Power	28,298	64,347	43,380	131,282	18,617
156	6532	Network Administration	30,038	67,305	21,367	73,551	17,481
157	6533	Testing	40,817	67,786	70,245	220,614	38,917
158	675	Account 6534 - Plant Operations Admin. Expenses	54,745	151,690	73,497	338,756	48,869
159	685	Account 6535 - Engineering	12,976	25,931	24,748	49,118	13,319
160	6530	Total Network Operations Expenses	166,875	377,058	233,237	813,321	137,203
161	6540	Access Expenses	43,171	120,622	94,830	149,127	90,350
		<u>Depreciation And Amortization Expenses:</u>					
162	6561	Depreciation - Telecom Plant in Service (TPIS)	630,777	1,200,786	927,491	2,068,542	690,948
163	6562	Dep. - Property Held for Future Telecom Use	0	0	0	0	0
164	6563	Amortization - Tangibles	3,565	9,246	4,171	27,823	3,949
165	6564	Amortization - Intangibles	35,662	51,803	40,488	69,421	550,579
166	6565	Amortization - Other	0	0	0	0	0
167	6560	Total Depreciation and Amortization Expenses	670,004	1,261,835	972,150	2,165,786	1,245,475
168	690	Total Plant Nonspecific Operations Expenses	883,396	1,765,728	1,304,743	3,137,956	1,474,623
		<u>Customer Operations Expenses:</u>					
		<u>Marketing Expenses:</u>					
169	6611	Product Management and Sales	72,297	117,296	104,839	236,415	72,932
170	6613	Product Advertising	18,415	31,566	25,670	63,751	12,398
171	6610	Total Marketing Expenses	90,712	148,862	130,509	300,166	85,330
		<u>Services Expenses:</u>					
172	6621	Call Completion	6,272	12,904	7,657	19,989	8,328
173	6622	Number Services	17,033	57,923	41,024	50,503	30,185
174	6623	Customer Services	144,854	329,684	239,168	556,863	138,729
175	6620	Total Services Expenses	168,160	400,512	287,848	627,355	177,242
176	700	Total Customer Operations Expenses	258,872	549,374	418,358	927,521	262,572

Statistics of Communications Common Carriers
Table 2.8 - Statistics of Regional Bell Operating Companies
as of December 31, 2006 and for the Year Then Ended -- Continued

(Dollar Amounts Shown in Thousands)

Line No.	Account/Row Number	Items	16 VZ Verizon Maryland Inc.	17 VZ Verizon New England Inc.	18 VZ Verizon New Jersey Inc.	19 VZ Verizon New York Inc.	20 VZ Verizon North Inc.
177	6720	General and Administrative	271,463	646,545	409,268	1,166,798	321,163
178	6790	Provision for Uncollectible Notes Receivable	0	0	0	0	0
179	710	Total Corporate Operations Expenses	271,463	646,545	409,268	1,166,798	321,163
180	720	Total Operating Expenses	1,841,010	3,893,773	2,804,323	7,320,927	2,451,986
181	730	Inc. Before Other Operating Items & Taxes	430,774	(87,476)	496,827	(1,241,050)	821,567
182	7100	Other Operating Income and Expenses	532	7,124	7,078	137,938	882
		Operating Taxes:					
183	7210	Operating Investment Tax Credits - Net	494	2,144	1,317	3,135	0
184	7220	Operating Federal Income Taxes	167,152	87,585	269,237	(364,732)	318,245
185	7230	Operating State and Local Income Taxes	21,578	11,599	54,370	0	61,606
186	7240	Operating Other Taxes	139,614	97,269	68,336	524,369	64,549
187	7250	Provision for Deferred Operating Inc. Tax - Net	(115,111)	(220,868)	(245,757)	(328,869)	(111,756)
188	7200	Operating Taxes	212,739	(26,560)	144,870	(172,368)	332,643
189	7300	Nonoperating Income and Expenses	(134,750)	49,551	(168,361)	106,819	12,521
190	7400	Nonoperating Taxes	(55,395)	7,891	(73,498)	26,087	895
191	7500	Interest and Related Items	86,680	191,408	108,702	388,495	85,787
192	7600	Extraordinary Items	0	0	0	0	0
193	7910	Inc. Effect of Jurisdictional Ratemaking Dif - Net	(36,169)	51,640	20,499	419,705	14,739
194	7990	Nonregulated Net Income	0	0	0	0	0
195	790	Net Income	\$16,363	(\$151,901)	\$175,969	(\$818,803)	\$430,384
196	830	Total Number of Employees	6,009	12,954	8,608	24,628	7,499
197	840	Full Time	5,982	12,907	8,565	24,578	7,459
198	850	Part Time	27	47	43	50	40
199	860	Total Compensation for the Year	\$633,608	\$1,645,782	\$990,109	\$3,301,894	\$695,371

EXHIBIT 11

**A CABLE FRANCHISE AGREEMENT
BETWEEN MONTGOMERY COUNTY, MARYLAND
AND SBC MEDIA VENTURES, L.P.**

**CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN MONTGOMERY COUNTY, MARYLAND
AND SBC MEDIA VENTURES, L.P.**

THIS CABLE FRANCHISE AGREEMENT (the "Franchise Agreement") is entered into by and between Montgomery County, Maryland, a charter county, duly organized under the applicable laws of the State of Maryland ("County"), and SBC Media Ventures, L.P., a Delaware Limited Partnership ("Operator" or "Franchisee").

WHEREAS, Operator has asked the County to renew Operator's nonexclusive franchise (the "Prior Franchise") to construct, install, maintain and operate a cable communications system in the County; and

WHEREAS, the County is authorized to grant one or more nonexclusive cable television franchises pursuant to Montgomery County Code Chapter 8A, as amended, and Article 25A, Section 5(B) of the Annotated Code of Maryland, 1957, as amended; and

WHEREAS, the construction, installation, maintenance and operation of such a system involves the occupation of and placement of private commercial facilities in the Public Rights-of-Way within the County; and

WHEREAS, the County has reviewed Operator's performance under the Prior Franchise and the quality of service during the Prior Franchise term, has identified the future cable-related needs and interests of the County and its citizens, has considered the financial, technical and legal qualifications of Operator, and has determined whether Operator's plans for constructing, operating and maintaining its Cable System are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the County has relied on Operator's representations regarding its financial, technical and legal qualifications and its plans for constructing, operating and maintaining its Cable System, and has considered the information that Operator has presented to it; and

WHEREAS, the County and Operator have entered into a Settlement Agreement with respect to past known and unknown claims with regard to Operator's Prior Franchise, attached as Exhibit D (the "Settlement Agreement"); and

WHEREAS, the County and Operator wish to establish July 1, 1998, as the effective date of this Franchise and wish to extend the term of the Prior Franchise through June 30, 1998; and

WHEREAS, based on Operator's representations and information, and in response to its request for renewal, the County has determined that, subject to the provisions of Montgomery County Code, Chapter 8A, known as the Cable Communications Law (the "Cable Law"), and the terms and conditions set forth herein, the grant of a new nonexclusive franchise to Operator, to supersede the Prior Franchise, is consistent with the public interest; and

WHEREAS, the County and Operator have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions; and

WHEREAS, Operator has filed an application with the County requesting the transfer of this Franchise to Prime Communications-Potomac, LLC ("Prime"); and

WHEREAS, the County is currently considering Operator's transfer application and if the County approves the transfer Prime will become the Franchisee in lieu of Operator and will be required to assume all the obligations of Operator under this Agreement; and

WHEREAS, certain municipalities located within the County and identified in Exhibit A (the "Participating Municipalities") have requested that the County administer and enforce the terms of their cable television franchises and intend to grant Operator a new nonexclusive franchise on the same terms and conditions as the County; and

WHEREAS, Operator agrees to be bound by the terms of this Agreement with respect to the County and each of the Participating Municipalities.

NOW, THEREFORE, in consideration of the County's grant of a new franchise to Operator Operator's promise to provide Cable Service to residents of the County pursuant to and consistent with the Cable Law the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

(k) *Construction Costs:* The Franchisee's costs for construction of facilities for the County's use which occurs at the County's request. The Costs will be calculated as the sum of incremental costs in additional material and labor (if any) for County requested construction which occurs at the same time along the same strand/trench as the Franchisee's plant and facilities. Should the County request construction of facilities for County use along a separate path, or at a different time as Franchisee's planned construction for its own facilities, then the calculated cost shall be the sum of costs for all construction at a rate not to exceed the Material Costs and Labor Costs to Franchisee.

(l) *Consumer Price Index or CPI:* the annual average of the Consumer Price Index for all Urban Consumers (CPI-U) for the Washington-Baltimore CMSA, , as published by the Bureau of Labor Statistics.

(m) *Control:* The legal or practical ability to exert actual working control over the affairs of the Franchisee, either directly or indirectly, whether by contractual agreement, majority ownership interest, any lesser ownership interest, or in any other manner.

(n) *County:* Montgomery County, Maryland.

(o) *Franchise:* The right granted by the County and each Participating Municipality to construct, maintain and operate a cable system over, on or under the Public Rights-of-Way, as embodied in this Agreement and the Cable Law.

(p) *Franchise Agreement or Agreement:* This contract and any amendments, exhibits or appendices hereto.

(q) *Franchise Area:* The entire existing territorial limits of the County and the Participating Municipalities and any area annexed thereto during the term of the Franchise.

(y) *Participating Municipality*: Municipalities within the County which have agreed to have the County administer and enforce the Franchise within their corporate limits, which have signed and entered into this Agreement, and which are identified in Exhibit A, as amended.

(z) *PEG*: Public, educational, and governmental.

(aa) *Plant Mile*: The length in miles of strand-bearing or underground cable as measured on the street or easement from pole to pole or pedestal to pedestal.

(bb) *Public Rights-of-Way*: The surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, easement, or similar property within the County and each Participating Municipality, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining the Cable System. No reference herein to a "Public Right-of-Way" shall be deemed to be a representation or guarantee by the County or any Participating Municipality that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and a Franchisee shall be deemed to gain only those rights to use as are properly in the County and each Participating Municipality and as the County and each Participating Municipality may have the right and power to give.

(cc) *Prior Franchise*: The Cable Television Franchise for Montgomery County, Maryland held by SBC Media Ventures, L.P. prior to the effective date of this Franchise.

(dd) *Service Interruption*: The loss of picture or sound on one or more cable Channels or Channel Equivalents.

(ee) *System Outage*: A Service Interruption affecting more than 10 Subscribers.

(ff) *System-Rebuild or Rebuild:* A major improvement or enhancement in the technology or service capabilities made by the Franchisee to the Cable System, as more fully described in Section 6(d) and Exhibit C herein.

(gg) *Transfer of the Franchise.*

Any transaction in which:

(A) an ownership or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons so that control of the Franchisee is transferred; or

(B) the rights held by the Franchisee under this Franchise Agreement are transferred or assigned to another Person or group of Persons.

(hh) *Transfer of an Interest:* The sale or transfer, directly or indirectly, of an existing or newly created equity interest in the Franchisee that does not result in a transfer of control of the Franchisee.

2. GRANT OF AUTHORITY: LIMITS AND RESERVATIONS

(a) *Grant of Authority:*

(1) Subject to the terms and conditions of this Agreement and the Cable Law, the County and the Participating Municipalities hereby grant the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, for the sole purpose of providing Cable Service. This Franchise shall grant no authority for the Franchisee to use the Public Rights-of-Way for any purposes other than provision of Cable Service, except to the extent other services may be provided pursuant to Section 7(l) herein. No privilege or power of eminent domain is bestowed by this grant; nor is

such a privilege or power bestowed by this Agreement. This Agreement does not confer any rights other than as expressly provided herein or as mandated by federal, state, County or local law.

(2) The Participating Municipalities, having adopted Chapter 8A of the Montgomery County Code by ordinance, have each requested that the County administer and enforce such ordinance within the corporate limits of the Participating Municipality through one or more County-municipality agreements. The County has agreed to administer and enforce Chapter 8A and the comparable municipal ordinance within the corporate limits of each Participating Municipality. Therefore, the County has the authority to administer and enforce Chapter 8A and the comparable municipal ordinance along with the Franchise Agreement within the corporate limits of each Participating Municipality. Termination of any County-municipality agreement shall not result in the termination of this Franchise Agreement for either the County or the Participating Municipality. Upon termination of any County-municipality agreement, the Participating Municipality shall become responsible for the administration and enforcement of this Agreement within its corporate limits, and shall be entitled to collect and retain only that part of the franchise fee due it for the franchise within its corporate boundaries. After notice to the Franchisee that the County-municipality agreement has been terminated, the Franchisee shall communicate directly with the Participating Municipality.

(3) If after the effective date of this Agreement, a municipality adopts Chapter 8A of the Montgomery County Code by ordinance and enters into a County-municipal agreement requesting the County to administer and enforce such ordinance within the corporate limits of the municipality, and signs and enters into this Franchise Agreement, such municipality shall then be

considered a Participating Municipality. The Franchisee agrees that it shall take any actions the County deems necessary to allow the municipality to become a signatory to this Agreement, including entering into an amendment to this Agreement. After the municipality has signed and entered into the Franchise Agreement, the Franchisee agrees that it shall provide service to the entire area of the municipality under the same terms and conditions of this Franchise Agreement as applicable to the County and other Participating Municipalities.

(b) *Area Served:*

- (1) The Franchise is granted for the Franchise Area defined herein.
- (2) The Franchisee shall build its System so that it is able to provide service to all areas located within the County limits as they existed on the effective date of this Agreement including areas which may be annexed in the future, in accordance with the provisions of this Agreement, unless this requirement is waived in writing by the County.

(c) *Term:* The Franchise and this Franchise Agreement shall extend for a term of fifteen (15) years, commencing on the effective date determined pursuant to Section 2(g), unless the Franchise is earlier revoked or its term shortened as provided herein or in the Cable Law.

(d) *Grant Not Exclusive:* The Franchise and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive, and the County and the Participating Municipalities reserve the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise Agreement, with or without a franchise.

EXHIBIT A

PARTICIPATING MUNICIPALITIES

Barnesville
Brookville
Chevy Chase Village
Chevy Chase Section 3
Town of Chevy Chase
Chevy Chase Section 5
Chevy Chase View
Garrett Park
Glen Echo
Kensington
Laytonsville
North Chevy Chase
Poolesville
Rockville
Somerset
Takoma Park
Washington Grove
Village of Martin's Additions
Village of North Chevy Chase

EXHIBIT 12

**Cable Franchise Agreement
by and between
Montgomery County, Maryland
and
Verizon Maryland Inc.**

Approved on November 28, 2006

THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between Montgomery County, a charter county, duly organized under the applicable laws of the State of Maryland (the "County"), and Verizon Maryland Inc., a corporation duly organized under the applicable laws of the State of Maryland (the "Franchisee").

WHEREAS, the County is a "franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to the Montgomery County Code Chapter 8A, as amended, and Article 25A, Section 5(B) of the annotated Code of Maryland, as amended;

WHEREAS, Franchisee is in the process of installing a Fiber to the Premise Network ("FTTP Network") in the Franchise Area and the FTTP Network will occupy the Public Rights-of-Way within the County, and Franchisee desires to use the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, certain municipalities located within the County and identified in Exhibit A hereto (the "Participating Municipalities") have requested that the County administer and enforce the terms of their cable franchises;

WHEREAS, the County and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions;

WHEREAS, the County and Participating Municipalities conducted a public hearing and heard testimony concerning the economic consideration, the impact on private property rights, the impact on public convenience, the public need and potential benefit, the Franchisee's financial, technical, and legal qualifications to provide Cable Service, and other factors relevant to the award of this Franchise, and the County and Participating Municipalities deem the award of this Franchise to be appropriate;

WHEREAS, the County and Participating Municipalities made a finding that, subject to the terms and conditions set forth herein and in the Cable Law, the grant of a nonexclusive franchise to Franchisee will enhance the public welfare;

WHEREAS, this Agreement reflects a compromise of disputed views of the parties' legal rights and responsibilities, and as such should not be understood or used as precedent in any other disputes or issues that arise between the parties, or between one of the parties and any third party, outside the scope of this Agreement; and

NOW, THEREFORE, in consideration of the County's grant of a franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise/Service Area of the County and the Participating Municipalities pursuant to and consistent with the Cable Law, pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in Title 47 of the United States Code, as amended, and, if not in conflict, the Cable Law, are incorporated herein and shall apply in this Agreement. The words "shall" and "will" are mandatory, and the word "should" expresses an expectation, but is not mandatory, and the word "may" is permissive. In addition, the following definitions shall apply:

1.1. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.2. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise.

1.3. *Cable Law*: The Montgomery County Code, Chapter 8A.

1.4. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6). If during the course of this Agreement any service is classified to be or not to be a "Cable Service" by a court of competent jurisdiction in a decision that constitutes a binding legal precedent on the County or Verizon, or by the FCC in a decision that is binding on the County or Verizon, then the term "Cable Service" as used in this Agreement shall be interpreted in accordance with such decision.

1.5. *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7).

1.6. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.7. *Communications Act*: The Communications Act of 1934, as amended.

1.8. *Contiguous Service Area*: The portion of the Franchise Area as outlined in Exhibit B.

1.9. *County*: The County of Montgomery, Maryland.

1.10. *Educational Access Channel*: Any Channel required by this Agreement to be designated by the Franchisee for use by the County on the Cable System for educational purposes.

1.11. *Expanded Service Area*: The portion of the Franchise Area as outlined in Exhibit B.

1.12. *Extended Service Area*: The portion of the Franchise Area as outlined in Exhibit B.

1.13. *FCC*: The Federal agency as presently constituted by the Communications Act, its designee, or any successor agency.

1.14. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to control. This includes, but is not limited to, severe or unusual weather conditions, strike, labor disturbance, lockout, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, fire, flood, or other act of God, and sabotage.

1.15. *Franchise Area*: The unincorporated area (entire existing territorial limits) of the County and incorporated areas of the Participating Municipalities and any area added thereto during the term of the Franchise that the Franchisee agrees to serve.

1.16. *Franchisee*: Verizon Maryland Inc. and its lawful and permitted successors, assigns and transferees.

1.17. *Government Access Channel*: Any Channel required by this Agreement to be designated by the Franchisee for use by the County or Participating Municipalities on the Cable System for governmental purposes.

1.18. *Gross Revenue*: Any and all revenues, including cash, credits, property or other consideration of any kind or nature arising from, attributable to, or in any way derived directly or indirectly by the Franchisee, its Affiliates, or by any other entity that is a cable operator of the System, from the operation of the Franchisee's Cable System (including the studios and other facilities associated therewith) to provide cable services. Gross Revenues include, by way of illustration and not limitation, monthly fees charged Subscribers for any basic, optional, premium, per-channel, per-program service, or cable programming service; installation, disconnection, reconnection, and change-in-service fees; leased channel fees; late fees and administrative fees; fees, payments, or other consideration received from programmers for carriage of programming on the System; revenues from rentals or sales of Converters or other equipment; any studio rental, production equipment, and personnel fees; advertising revenues; barter; revenues from program guides; revenues from the sale or carriage of other Cable Services; and revenues from home shopping channels and other revenue sharing arrangements. Gross Revenues shall include revenues received by an entity other than the Franchisee, an Affiliate, or another entity that operates the System where necessary to prevent evasion or avoidance of the obligation under this Agreement to pay the franchise fee. The County acknowledges that Verizon maintains its books in accordance with generally accepted accounting principles. However, Gross Revenue shall not include:

1.18.1. Revenues received by any Affiliate or other Person from Franchisee in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.18.2. Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.18.3. Revenues later refunded or rebated to Subscribers;

1.18.4. Revenues wholly generated by services that are defined herein as Non-Cable Services;

1.18.5. Third-party revenues derived from the sale of merchandise over home shopping channels carried on the Cable System, regardless of whether the revenues are collected by the third party or collected by the Franchisee on behalf of, and remitted back to, the third party; and revenue of the Franchisee from its sale of merchandise over home shopping channels carried on the Cable System if the merchandise is unrelated to the operation of Franchisee's Cable System to provide Cable Service in the Franchise Area;

1.18.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller pays the cable Franchise Fees on the resale of the Cable Services;

1.18.7. Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and that Franchisee is required to collect and remit to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, and communication taxes);

1.18.8. Any franchise fees for Non Cable Services;

1.18.9. The provision of Cable Services to customers without charge, including, without limitation, the provision of Cable Services to public institutions as required or permitted herein, provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.18.10. Revenues from sales of capital assets or sales of surplus equipment;

1.18.11. Program launch fees not paid directly to Franchisee; and

1.18.12. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing.

1.19. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

1.20. *Initial Service Area:* The portion of the Franchise Area as outlined in Exhibit B.

1.21. *Middle Service Area:* The portion of the Franchise Area as outlined in Exhibit B.

1.22. *Non-Cable Services:* Any service that does not constitute a Cable Service.

1.23. *Normal Business Hours:* Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.24. *Normal Operating Conditions:* Those service conditions which are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, Force Majeure events. Those conditions that are within the

control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.25. *Participating Municipalities (and individually a "Participating Municipality")*: Additional franchising authorities which have agreed to have the County administer and enforce this Agreement within their corporate limits, which have signed and entered into this Agreement with the consent of Franchisee, and which are identified in Exhibit A.

1.26. *PEG*: Public, Educational, and Governmental.

1.27. *PEG Channels*: Refers collectively to all Public Access Channels, Educational Access Channels, and Government Access Channels that Franchisee is required to provide under this Agreement.

1.28. *Person*: An individual, partnership, association, joint stock company, trust, or corporation, but such term does not include the County or a Participating Municipality.

1.29. *Public Access Channel*: Any Channel required by this Agreement to be designated by the Franchisee on the Cable System for use by the general public who are residents of the County, including groups and individuals, and which is available for such use on a non-discriminatory basis for public access purposes.

1.30. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public lands and waterways used as Public Rights-of-Way, as the same now or may hereafter exist, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a Cable System.

1.31. *Service Area*: All of the unincorporated area of the County, together with the areas comprising the Participating Municipalities, all as characterized as in either the Initial Service Area, the Middle Service Area, the Extended Service Area, the Expanded Service Area, and the Contiguous Service Area.

1.32. *Service Interruption*: The loss of picture or sound on one or more cable Channels.

1.33. *Subscriber*: Any Person who is lawfully receiving, for any purpose or reason, any Cable Service whether or not a fee is paid for that service.

1.34. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.35. *Title II*: Title II of the Communications Act.

1.36. *Title VI*: Title VI of the Communications Act.

1.37. *User:* Person or organization using a PEG Channel or equipment and facilities for purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity of a Subscriber.

1.38. *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority:*

2.1.1. Subject to the terms and conditions of this Agreement and the Cable Law, the County and the Participating Municipalities hereby grant the Franchisee the right to own, construct, operate and maintain the Cable System in the Public Rights-of-Way within the Franchise Area for the sole purpose of providing Cable Service. This franchise grants no authority for Franchisee to use the County's or Participating Municipalities' Public Rights-of-Way for any other purpose unless otherwise expressly provided herein. However, nothing in this Agreement shall be construed to prohibit Franchisee from offering any service over the FTTP Network that is not prohibited by Federal or State law provided any requirements for County or Participating Municipalities' authorization or registration not inconsistent with federal and state law are satisfied. The County and Participating Municipalities make no representation or guarantee that their interest in or right to control any Public Right-of-Way is sufficient to permit Franchisee's use, and Franchisee shall gain only those rights to use that are within the County's and Participating Municipalities' power to convey. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.1.2. The Participating Municipalities, having adopted Chapter 8A of the Montgomery County Code by ordinance ("Chapter 8A"), each have requested that the County administer and enforce such ordinance within the corporate limits of the Participating Municipality through one or more County-municipality agreements. The County has agreed to administer and enforce Chapter 8A and the comparable municipal ordinance within the corporate limits of each Participating Municipality. Therefore, the County has the authority to administer and enforce Chapter 8A and the comparable municipal ordinance along with this Agreement within the corporate limits of each Participating Municipality. Termination of any County-municipality agreement shall not result in termination of this Agreement for either the County or the Participating Municipality. Upon termination of any County-municipality agreement, the Participating Municipality shall become responsible for the administration and enforcement of this Agreement within its corporate limits, and shall be entitled to collect and retain only that part of the franchise fee due to it for the franchise within its corporate boundaries. After notice to Franchisee that the County-municipality agreement has been terminated, Franchisee shall communicate directly with the Participating Municipality.

2.2. *County's and Participating Municipalities' Regulatory Authority:* The parties acknowledge that the Franchisee intends to provide Non-Cable Services by means of the FTTP Network. The parties acknowledge that this Franchise does not encompass or reflect the full extent of the County's or Participating Municipalities' authority over the Franchisee and, notwithstanding any provision hereof, the parties reserve all of their rights under state and

federal law regarding the scope of such authority. The Franchisee also acknowledges that, subject to state and federal law, the County and Participating Municipalities have the authority to regulate the placement, construction, repair, and maintenance of physical facilities located in the Public Rights-of-Way, including the FTTP Network. The County agrees that it shall not, under the authority of this Franchise, claim any additional authority over the physical facilities that comprise the FTTP Network and that are located in the Public Rights-of-Way. Finally, nothing in this Franchise shall be deemed a waiver of any right or authority the County or Participating Municipalities may have now or in the future to regulate information services or telecommunications services, or the use of the FTTP Network to provide such services.

2.3. *Term:* This Franchise shall become effective on November 28, 2006 (the "Effective Date"). The term of this Franchise shall be fifteen (15) years from the Effective Date unless the Franchise is earlier revoked as provided herein, or unless the Franchise is renewed or extended by mutual agreement.

2.4. *Grant Not Exclusive:* The Franchise and the right it grants to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the County or Participating Municipalities reserve the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise.

2.5. Franchise Subject to State and Federal Law:

2.5.1. Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of state and federal law, including but not limited to the Communications Act.

2.5.2. Should any change to state and federal law after the Effective Date have the lawful effect of materially altering the terms and conditions of this Franchise to the detriment of one or both parties, then the parties shall modify this Franchise to ameliorate such adverse effects on and preserve the affected benefits of the Franchisee and/or the County or Participating Municipalities to the extent possible which is not inconsistent with the change in law. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then, at either party's option, the parties agree to submit the matter to mediation. In the event mediation does not result in an agreement, then, at either party's option, the parties agree to submit the matter to non-binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The non-binding arbitration and mediation shall take place in the County, unless the parties' representatives agree otherwise. In any negotiations, mediation, and arbitration under this provision, the parties will be guided by the purpose as set forth below. In reviewing the claims of the parties, the mediators and arbitrators shall be guided by the purpose of the parties in submitting the matter for guidance. The parties agree that their purpose is to modify the Franchise so as to preserve intact, to the greatest extent possible, the benefits that each party has bargained for in entering into this Agreement and ameliorate the adverse affects of the change of law in a manner not inconsistent with the change in law. Should the parties not reach agreement, including not mutually agreeing to accept the guidance of the mediator or arbitrator, this subsection 2.5.2 shall have no further force or effect.

the greatest extent possible, the benefits and obligations that Franchisee has bargained for in entering into this Agreement. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then, at either party's option, the parties agree to submit the matter to mediation. In addition, if the parties cannot reach agreement on such a modification, either on their own or through mediation, the parties may pursue whatever remedies are available at law or equity to enforce their rights under this Agreement.

2.9. *Effect of Acceptance:* By accepting the Franchise and executing this Agreement, Franchisee, relying upon its own investigation and understanding of the power and authority of the County and Participating Municipalities to grant this Franchise, acknowledges and accepts the County's and Participating Municipalities' legal right to grant the Franchise, to enter into this Agreement, and to enact and enforce ordinances and regulations related to the Franchise subject to the provisions of this Agreement; agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law; and agrees that the County retains the absolute right to terminate this Agreement for any material violation by Franchisee pursuant to Article 13 of this Agreement, and a Participating Municipality may also so terminate this Agreement within its boundaries.

2.10. *Acceptance Fee:* As additional consideration supporting this Agreement, Franchisee shall pay to the County an acceptance fee of two hundred and fifty thousand dollars (\$250,000) for verified reasonable costs associated with the grant of this Franchise within thirty (30) days of Franchisee's execution of this Agreement. As additional consideration supporting this Agreement, Franchisee shall pay to the Participating Municipalities an acceptance fee of forty thousand dollars (\$40,000) for verified reasonable costs associated with the grant of this Franchise within thirty (30) days of Franchisee's execution of this Agreement.

2.11. *Participating Municipalities:* If after the effective date of this Agreement, a municipality adopts Chapter 8A of the Montgomery County Code by ordinance and enters into a County-municipal agreement requesting the County to administer and enforce such ordinance within the corporate limits of the municipality, and signs and enters into this Franchise Agreement, such municipality shall then be considered a Participating Municipality. The Franchisee agrees that it shall take any actions the County deems necessary to allow the municipality to become a signatory to this Agreement, including entering into an amendment to this Agreement on mutually agreeable terms. After the municipality has signed and entered into the Franchise Agreement, the Franchisee agrees that it shall provide service to the entire area of the municipality under the same terms and conditions of this Agreement as applicable to the County and other Participating Municipalities.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:*

3.1.1. *Initial Service Area:* In the Initial Service Area, the Franchisee shall offer Cable Service to at least fifty percent (50%) of the residential areas within twelve (12) months of the Effective Date of this Franchise, and to all residences within the Initial Service Area at which such service is requested within three (3) years of the Effective Date of the Franchise, except as specified in Section 3.2.

3.1.2. *Middle Service Area:* In the Middle Service Area, the Franchisee shall offer Cable Service to significant numbers of Subscribers in residential areas within three (3) years of the Effective Date of this Franchise, to at least fifty percent (50%) of the residential areas within the Middle Service Area within four (4) years of the Effective Date of this Franchise, and to all residences within the Middle Service Area at which such service is requested within five (5) years of the Effective Date of this Franchise, except as specified in Section 3.2. If Franchisee is unable to reach agreement with the City of Rockville to obtain construction permits for the FTTP network under reasonable terms and conditions, as determined by Franchisee, by December 31, 2007, these timeframes shall not apply to Franchisee's provision of Cable Service to residences served by Franchisee's Rockville and Montrose wire centers. Instead, Franchisee shall offer Cable Service to all residences served by the Rockville and Montrose wire centers at which such service is requested within four (4) years of obtaining construction permits for the FTTP network from the City of Rockville, except as specified in Section 3.2.

3.1.3. *Extended Service Area:* In the Extended Service Area, the Franchisee shall offer Cable Service to significant numbers of Subscribers in residential areas within five (5) years of the Effective Date of this Franchise, to at least fifty percent (50%) of the residential areas of the Extended Service Area within six (6) years of the Effective Date of this Franchise, and to all residences in the Extended Service Area at which such service is requested within seven (7) years of the Effective Date of the Franchise, except as specified in Section 3.2.

3.1.4. *Expanded Service Area:* Franchisee shall offer Cable Service to all residences in the Expanded Service Area at which such service is requested within three (3) years of the date on which Franchisee attains seventy-five thousand (75,000) Subscribers in the Franchise Area. Franchisee shall advise the County in writing of the date on which it has attained seventy-five thousand (75,000) Subscribers in the Franchise Area.

3.1.5. *Contiguous Service Area:* Franchisee shall offer Cable Service to all residences in the Contiguous Service Area at which such service is requested at the same time that it begins to offer Cable Service within the wire center serving the Contiguous Service Area.

3.1.6. Franchisee may make Cable Service available to businesses in the Franchise Area at its discretion.

3.2. The Franchisee shall not be excused from the timely performance of its obligation as set forth in subsections 3.1.1 through 3.1.5, except for the following occurrences: (A) for periods of Force Majeure; (B) for periods of delay caused by the County or any Participating Municipality; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; and (D) unlawful action or inaction of any government instrumentality including condemnation or the unlawful failure to issue any necessary permits, action or inaction of any public utility, accidents for which the Franchisee is not responsible, work delays because utility providers denied or delayed the Franchisee access to utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary if such acquisition of qualified labor would be commercially impracticable as defined in 47 U.S.C. § 545(f).

3.2.1. The Franchisee may refuse to provide Cable Service: (A) in developments or buildings that are subject to exclusive arrangements with other providers; (B) when it is unable pursuant to normal industry practice to obtain necessary real property or other physical access rights; (C) in developments or buildings that Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, provided, however, that, subject to subsection 9.3, Franchisee will provide the County with semi-annual reports that identify such developments or buildings and contain information that reasonably demonstrates why the Franchisee is unable to do so; (D) when its prior service, payment or theft of service history with a Person has been unfavorable; and (E) in areas where the occupied residential household density does not meet the density requirement set forth in subsection 3.2.2.

3.2.2. *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units, including multiple dwelling units, in all areas of the Initial Service Area, the Middle Service Area, and the Extended Service Area where the average density is equal to or greater than the following numbers of occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line: (A) Thirty (30) residences per mile during years 1 through 7 of the term of the Franchise; (B) Twenty (20) residences per mile during the years 8 to 10 of the term of the Franchise; and (C) Fifteen (15) residences per mile during the years 11 to 15 of the term of this Franchise. Should, through new construction, an area within a Service Area meet the density requirements after the time stated for providing Cable Service as set forth in subsections 3.1.1, 3.1.2, and 3.1.3 respectively, Franchisee shall provide Cable Service to such area within six (6) months of receiving notice that the density requirements have been met.

3.3. *Cable Service to Public Buildings:*

3.3.1. Subject to Section 3.1, Franchisee shall provide the following, without charge within the Service Area, to a maximum of 100 buildings used for public purposes to be designated by the County over the term of the Franchise and to the number of the public purposes buildings set forth in Exhibit A to be designated by each Participating Municipality over the term of the Franchise; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than three hundred (300) feet from the serving terminal, or the edge of the property, whichever is less, solely to provide service to any such building, the County, or a Participating Municipality, as the case may be, shall have the option of paying Franchisee's direct costs for such extension in excess of three hundred (300) feet, or of releasing Franchisee from the obligation, or postponing Franchisee's obligation to provide service to such building:

3.3.1.1. The first service drop for each site;

3.3.1.2. One Subscriber digital converter activated for the most commonly subscribed to digital tier that includes the PEG channels per site; and

3.3.1.3. One service outlet activated for the most commonly subscribed to digital tier that includes the PEG Channels. The Parties recognize that this only pertains to the flat rate digital tier offered by Franchisee and does not include any pay per view services or similar services.

3.3.2. The County and the Participating Municipalities shall be responsible for the cost of any "terminal equipment," including TV monitors, VCRs, and/or computers.

3.3.3. The Franchisee shall be permitted to recover, from any building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than three hundred (300) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.3.4. The cost of inside wiring, additional drops or outlets and additional converters requested by the County or a Participating Municipality within these specified facilities, including those drops or outlets in excess of those currently installed, are the responsibility of the County or the Participating Municipality. If the County or a Participating Municipality requests the Franchisee to provide such services or equipment, the County or the Participating Municipality will pay the Franchisee for those costs.

3.3.5. If there is a change in the Franchisee's technology that affects the ability of the County's or a Participating Municipality's public buildings to receive the most commonly subscribed to digital tier, the Franchisee shall be required to replace, at the Franchisee's expense, all the digital converters provided to the County's or a Participating Municipality's public buildings as required in sub-subsection 3.3.1.2 in order to ensure that these public buildings receive the most commonly subscribed to digital tier.

3.3.6. In return for the County waiving its ability to add additional locations over the term of the Franchise, Franchisee shall pay the County a sum of one million dollars (\$1,000,000) payable as follows: two hundred thousand dollars (\$200,000) within thirty (30) days of the Effective Date, and two hundred thousand dollars (\$200,000) per year for the next four (4) years on the anniversary of the Effective Date.

4. SYSTEM OPERATION

4.1. Cable System Tests and Inspections:

4.1.1. The Franchisee shall perform all tests necessary to demonstrate compliance with the requirements of the Franchise, and to ensure that the Cable System components are operating as required. All tests shall be conducted in accordance with federal rules and any applicable United States National Cable Television Association's Recommended Practices for measurement and testing. In the event that the FCC's technical performance standards are repealed or are no longer applicable to the Cable System, such standards shall remain in force and effect until the County or its designee and the Franchisee agree to new standards.


4.1.2. The Franchisee shall conduct tests as follows:

4.1.2.1. Proof of performance tests on the Cable System at least once every six months or as required by FCC rules, whichever is more often, except as federal law otherwise limits the Franchisee's obligation. In consultation with the

AGREED TO EFFECTIVE AS OF THE 28th DAY OF NOVEMBER 2006.

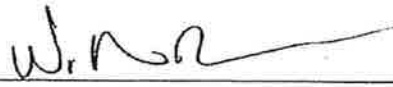
IN WITNESS WHEREOF, the parties have set their hands and seals on the date written above.

MONTGOMERY COUNTY, MARYLAND

By: 
George L. Leventhal
Council President

By: 
Douglas M. Duncan
County Executive

VERIZON MARYLAND INC.

By: 
William R. Roberts
President

FORM APPROVED
Attorney
Date 12/1/06

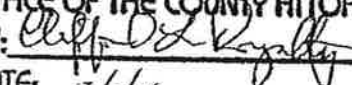
APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY
BY: 
DATE: 12/1/06

EXHIBIT A

PARTICIPATING MUNICIPALITIES

Barnesville (1 public building)
Brookeville (1 public building)
Chevy Chase Village (1 public building)
Chevy Chase Section 3 (1 public building)
Town of Chevy Chase (1 public building)
Chevy Chase Section 5 (1 public building)
Chevy Chase View (1 public building)
Garrett Park (1 public building)
Glen Echo (1 public building)
Kensington (2 public buildings)
Laytonsville (1 public building)
North Chevy Chase (1 public building)
Poolesville (1 public building)
Rockville (5 public buildings)
Somerset (1 public building)
Takoma Park (5 public buildings)
Washington Grove (1 public building)
Village of Martin's Additions (1 public building)

EXHIBIT B

INITIAL, MIDDLE, EXTENDED, EXPANDED AND CONTIGUOUS SERVICE AREAS

The service areas are shown in the map below.

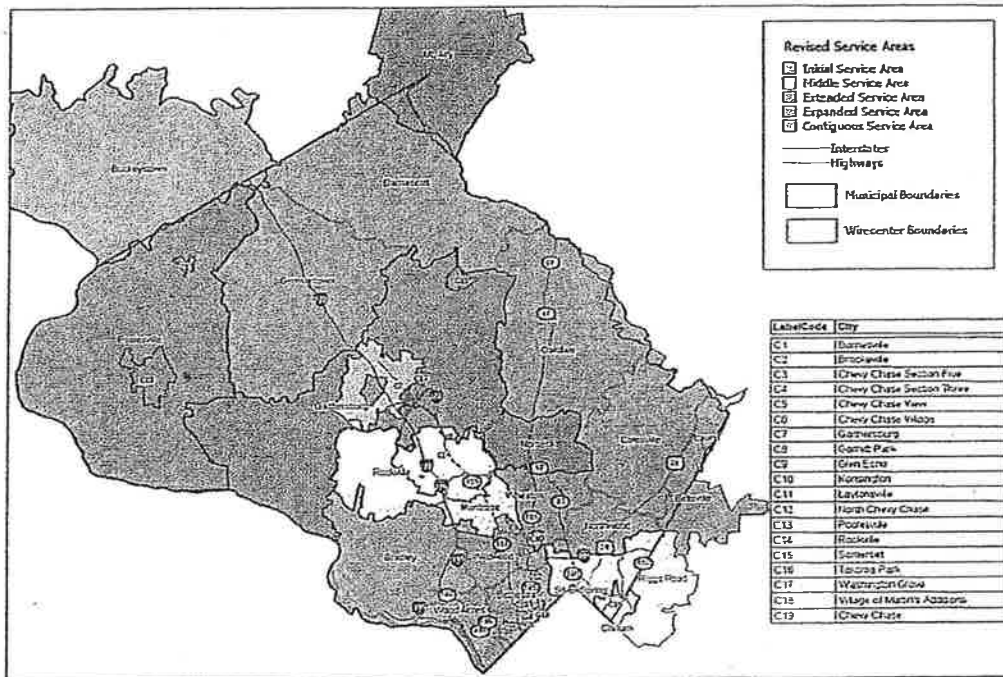


EXHIBIT 13

DECLARATION OF MARLENE E. SHOEMAKER

I, Marlene Shoemaker, hereby declare, under penalty of perjury, that the following is true and correct, to the best of my knowledge, information, and belief:

1. I am a Senior Paralegal at Davis Wright Tremaine LLP. In that capacity, I was asked to confirm the availability of Verizon FiOS TV service in the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas. I conducted the requested analysis personally during January and February, 2012.

2. I assembled specific street addresses from the Chevy Chase Village Franchise Area based on data available at <http://documents.clubexpress.com/documents.ashx?key=Q0rx%2ftscvDaR5rITRRKGA5grM%2bawzweg>. I assembled specific street addresses from the Chevy Chase Section 3 Franchise Area based on data available at <http://documents.clubexpress.com/documents.ashx?key=X%2bty9CBDcn9LhkuVrEZ7qcFWIK7Qo%2bft3MU74IVTV5M%3d>.

3. To determine whether FiOS TV is available at the specific street addresses I obtained for each of the Franchise Areas, I accessed Verizon's website at http://www22.verizon.com/Residential/FiOSTV/Check_Availability/Check_Availability.htm.

4. Based on Verizon's website, I confirmed that FiOS TV service is available at every address in the two Franchise Areas that I tested. I mapped each of the tested addresses (with FiOS TV service available). The maps are presented as Exhibit 14 to Comcast's Petition for Special Relief. The document shows that FiOS TV is available in multiple locations within each Franchise Area.

5. Based on this research, I confirmed that FiOS TV is widely available throughout the Chevy Chase Village and Chevy Chase Section 3 Franchise Areas.




































Marlene E. Shoemaker
Marlene E. Shoemaker



October 16, 2012

EXHIBIT 14








- 5607 Belmont Ave Chevy Chase Md 20815
- 3702 Bradley Lane Chevy Chase Md 20815
- 6301 Broad Branch Road Chevy Chase Md 20815
- 6300 Brookville Road Chevy Chase Md 20815
- 5500 Cedar Parkway Chevy Chase Md 20815
- 5605 Center Street Chevy Chase Md 20815
- 3 Chevy Chase Circle Chevy Chase Md 20815

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- 5800 Connecticut Avenue Chevy Chase Md 20815
- 146 Grafton Street Chevy Chase Md 20815
- 5409 Grove Street Chevy Chase Md 20815
- 10 Hesketh Street Chevy Chase Md 20815
- 1 E Irving Street Chevy Chase Md 20815
- 1 W Irving Street Chevy Chase Md 20815
- 107 E Kirke Street Chevy Chase Md 20815
- 4 W Kirke Street Chevy Chase Md 20815
- 5500 Kirkside Drive Chevy Chase Md 20815
- 4 Laurel Parkway Chevy Chase Md 20815
- 1 E Lenox Street Chevy Chase Md 20815
- 3 W Lenox Street Chevy Chase Md 20815
- 2 Magnolia Parkway Chevy Chase Md 20815
- 119 E Melrose Street Chevy Chase Md 20815
- 1 W Melrose Street Chevy Chase Md 20815
- 5500 Montgomery Street Chevy Chase Md 20815
- 6127 Nevada Avenue Chevy Chase Md 20815
- 1 Newlands Street Chevy Chase Md 20815
- 2 W Newlands Street Chevy Chase Md 20815
- 3903 Oliver Street Chevy Chase Md 20815
- 2 Oxford Street Chevy Chase Md 20815
- 5607 Park Street Chevy Chase Md 20815
- 209 Primrose Street Chevy Chase Md 20815
- 37 Quincy Street Chevy Chase Md 20815
- 102 Summerfield Road Chevy Chase Md 20815
- 5502 Western Avenue Chevy Chase Md 20815
- 5555 Wisconsin Avenue Chevy Chase Md 20815
- 5613 Belmont Av Chevy Chase MD 20815
- 3800 Bradley Ln Chevy Chase MD 20815
- 6320 Broad Branch Rd Chevy Chase MD 20815
- 6400 Brookville Rd Chevy Chase MD 20815
- 5921 Cedar Pkwy Chevy Chase MD 20815
- 9 Chevy Chase Cir Chevy Chase MD 20815

-  6403 Connecticut Av Chevy Chase MD 20815
-  3 Grafton St Chevy Chase MD 20815
-  5625 Grove St Chevy Chase MD 20815
-  145 Hesketh St Chevy Chase MD 20815
-  15 E Irving St Chevy Chase MD 20815
-  37 W Irving St Chevy Chase MD 20815
-  1 E Kirke St Chevy Chase MD 20815
-  34 W Kirke St Chevy Chase MD 20815
-  5902 Kirkside Dr Chevy Chase MD 20815
-  110 E Lenox St Chevy Chase MD 20815
-  51 W Lenox St Chevy Chase MD 20815
-  20 Magnolia Pkwy Chevy Chase MD 20815
-  11 W Melrose St Chevy Chase MD 20815
-  5617 Montgomery St Chevy Chase MD 20815
-  6135 Nevada Av Chevy Chase MD 20815
-  112 Newlands St Chevy Chase MD 20815
-  4015 Oliver St Chevy Chase MD 20815
-  117 Oxford St Chevy Chase MD 20815
-  5500 Park St Chevy Chase MD 20815
-  1 Primrose St Chevy Chase MD 20815
-  1 Quincy St Chevy Chase MD 20815
-  116 Summerfield Rd Chevy Chase MD 20815
-  6318 Western Av Chevy Chase MD 20815



Chevy Chase Village Section 3

-  3815 Bradely Lane Chevy Chase Md 20815
-  7002 Brookville Road Chevy Chase Md 20815
-  6801 Delaware Street Chevy Chase Md 20815
-  6801 Florida Street Chevy Chase Md 20815
-  7109 Fulton Street Chevy Chase Md 20815

- 6705 Georgia Street Chevy Chase Md 20815
- 3602 Shepherd Street Chevy Chase Md 20815
- 3708 Spring Street Chevy Chase Md 20815
- 3600 Taylor Street Chevy Chase Md 20815
- 3701 Bradley Lane Chevy Chase Md 20815
- 3715 Bradley Lane Chevy Chase Md 20815
- 3801 Bradley Lane Chevy Chase Md 20815
- 6700 Brookville Road Chevy Chase Md 20815
- 6810 Brookville Road Chevy Chase Md 20815
- 7002 Brookville Road Chevy Chase Md 20815
- 6705 Connecticut Ave Chevy Chase Md 20815
- 6911 Connecticut Ave Chevy Chase Md 20815
- 7106 Florida Street Chevy Chase Md 20815
- 6815 Fulton Street Chevy Chase Md 20815
- 7110 Georgia Street Chevy Chase Md 20815
- 3700 Raymond Street Chevy Chase Md 20815
- 3800 Raymond Street Chevy Chase Md 20815
- 3700 Shepherd Street Chevy Chase Md 20815
- 3610 Spring Street Chevy Chase Md 20815
- 3710 Taylor Street Chevy Chase Md 20815

To see all the details that are visible on the screen, use the "Print" link next to the map.

EXHIBIT 15

Memo

To: Shana Davis-Cook, Village Manager
From: Michael Younes, Director of Municipal Operations
CC: Board of Managers
Date: 5/12/11
Re: Update on Capital and Infrastructure Upgrade Projects

Below please find an update on the various capital and infrastructure upgrade projects currently in-process and in the planning stage:

Brookville Road Repaving (Maryland State Highway Administration):

- The Village has been informed by the Maryland State Highway Administration (SHA) that the repaving of Brookville Road (MD 186) between Western Avenue and East West Highway has now been scheduled. Weather permitting SHA contractors will begin their full-scale grinding and repaving process beginning the week of May 23.
- SHA anticipates that the work to repave the entire length of Brookville Road will last approximately 3-4 weeks, weather permitting.
- SHA has assured the Village that all work will be conducted during the daylight hours in an effort to minimize the impact to the surrounding residents.
- Notice has been sent regarding the repaving operations to abutting and neighboring residents along Brookville Road outlining what impacts can be expected. The notice has also been posted on the website and Village notification networks.

Connecticut Avenue Sidewalk Upgrades (Maryland State Highway Administration):

- The Maryland State Highway Administration (SHA) contractors have completed their construction work along Connecticut Avenue in the Village.



- At the request of the Village and neighboring residents we petitioned the SHA to include the sections of sidewalk between East Lenox Street and East Melrose Street and West Melrose Street and Newlands Street.
- With the increased scope of work now approximately 80% of the sidewalks and handicap ramps on Connecticut Avenue were replaced as part of this project.

PEPCO Feeder Upgrades (Connecticut Avenue and Bradley Lane):

- PEPCO feeder upgrades are complete along Connecticut Avenue, all that remains is for the removal of the old poles.
- Crews have now begun the same feeder upgrades along Bradley Lane.
- Due the confined space along Bradley Lane, this work is scheduled to last between 4 and 6 weeks.
- The project includes:
 - Replacement of the high voltage wire (highest wire on the pole) with an upgraded gauge wire.
 - Replacement of the secondary wire with an upgraded wire that can withstand tree interaction better
 - Replacement of 7 utility poles
 - Installation of 3 new utility poles

Street Maintenance and Rehabilitation Program:

- The first phase of the street maintenance and rehabilitation program was completed in October.
- Over the past month, I have conducted a follow-up street survey that prioritized additional streets or curbs that need to be repaired.
- During the balance of this fiscal year, I am proposing that the following roads and curbs be upgraded:
 - Belmont Avenue
 - West Lenox Street (between Laurel Parkway and Connecticut Avenue)
 - Curb Repairs – 5500 Montgomery Street
 - Curb Installation – South side of Laurel Park
- In the upcoming fiscal year, we will be continuing to work to improve the quality of the Village's streets and will be working to make more uniform repairs.
- The second and third phases of the project will be coordinated with WSSC as they complete their water main replacement activities over the coming year.

Village-wide Sidewalk Replacements:

- As of February 3rd the invitation for bids for the Village-wide sidewalk replacement project closed.

- A total of eight (8) bids were received
- Pursuant to Board feedback received at the March 14 regular meeting Village staff has compiling the requested data of trip-hazards and approximate cost estimates for the Boards review and possible contract award on May 16.
- Under the Old Business section of the May 16, I will present to the Board the trip-hazard analysis and cost estimate to repair the existing trip-hazards in-kind.

Verizon FiOS:

- *Verizon* FiOS service is now available throughout the Village.
- *Verizon* has set up a special phone line for the Village residents to call if they wish to order service, (855) 822-FiOS (3467). This phone number will bypass *Verizon's* existing phone system and will provide direct assistance for ordering service.
- In order to bring *Verizon's* FiOS technology to a residents home *Verizon* will need to bring a new fiber optic wire to the house. This wire will be run along the same path (above or below ground) as your current copper phone line.
- Typically, *Verizon* runs this wire and attaches it to the main FiOS wire on the closest power pole one day (you don't need to be home for this) and on a second day which is scheduled in advance, a *Verizon* technician will need to enter your home to complete the FiOS installation.



WSSC Water Main Replacement:

- WSSC has awarded a contract for the Village water main replacement work. However, as of March 7 one of the bidders filed a bid protest to challenge the awarded contract. WSSC is in the process of responding to the challenge which has caused the project to be put on a temporary hold.
- Due to the bid protest construction is not anticipated to begin before the beginning of June.
- While WSSC is in this holding pattern, I have been in contact with representatives at WSSC to determine the flexibility of including additional water mains that we have observed a high number of breaks on in the past couple of years.
- Once the challenge of the contract is resolved Village staff, WSSC, the selected contractor will meet to discuss the project schedule further. Once that meeting occurs, I will provide a further update to you, the Board and affected residents.

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Verizon FiOS is Here!!!!

Friday, February 25, 2011

Verizon FiOS is Here!!! As of yesterday, Verizon informed the Village that FiOS service is now available in the following areas:

- All of Belmont Avenue
- Even Side of Park Street
- 5700, 5800, 5900 blocks of Kirkside Drive
- 4000 block of Oliver Street (odd house numbers only)
- 4100 block of Oliver Street
- 100 blocks of Hesketh and Grafton Streets
- 5700, 5802 – 5918 Cedar Parkway (even house numbers only)
- 43 – 51 West Lenox Street

Verizon crews are actively working throughout the Village to complete the FiOS installation to provide service to the remaining portions of the Village by March 14. Once the remaining portions of the Village are FiOS service ready, an additional website and listserve announcement will be sent.

If residents choose to order FiOS service they should call Verizon directly at (888) 881-8161. If any residents are told from Verizon representatives that their house is not service ready, but is listed above, please contact the Village office.

Chevy Chase Village

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5906 Connecticut Avenue Chevy Chase, Maryland 20815

Telephone: 301-654-7300 Fax: 301-907-9721 E-mail: ccv@montgomerycountymd.gov

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Verizon FiOS

Verizon FiOS Presentations:

- An Overview FiOS
- Construction
- What will I see at my house if they order FiOS?

Dear Residents:

Verizon FiOS is here!!! Verizon crews have been working throughout the Village since the beginning of November 2010 to bring its fiber optic technology, called "FiOS", into the Village. Verizon has informed the Village that FiOS service is now available in the following areas:

- All of Belmont Avenue
- Even Side of Park Street
- 5700, 5800, 5900 blocks of Kirkside Drive
- 4000 block of Oliver Street (odd house numbers only)
- 4100 block of Oliver Street
- 100 blocks of Hesketh and Grafton Streets
- 5700, 5802 – 5918 Cedar Parkway (even house numbers only)
- 43 – 51 West Lenox Street

Currently, Verizon crews are in the process of placing, splicing and connecting all of the necessary wires and components to make this service available to the remaining Village residents. Verizon anticipates that the entire Village will have FiOS service by March 14. Once the remaining portions of the Village are FiOS service ready, an additional website and listserve announcement will be sent.

If residents choose to order FiOS service they should call Verizon directly at (888) 881-8161 or online at www.verizon.com. If any residents are told from Verizon representatives that their house is not service ready, but is listed above, please contact the Village office.

In order to bring Verizon's FiOS technology to your home Verizon will need to bring a new fiber optic wire to your house. This wire will be run along the same path (above or below ground) as your current copper phone line. Typically, Verizon runs this wire and attaches it to the main FiOS wire on the closest power pole one day (you don't need to be home for this) and on a second day which is scheduled in advance, a Verizon technician will need to enter your home to complete the FiOS installation. For more information about how FiOS is installed please click on the presentations above or visit Verizon's website at www.verizon.com/ and click on "about FiOS".

Should you have any questions regarding Verizon's FiOS installation, please do not hesitate to contact me at (301) 654-7300 or via e-mail at michael.younes@montgomerycountymd.gov.

Sincerely,

Michael Younes
Director of Municipal Operations
Chevy Chase Village

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Telephone: 301-654-7300 Fax: 301-907-9721 E-mail: ccv@montgomerycountymd.gov

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Section 3 of the Village of Chevy Chase
P.O. Box 15070
Chevy Chase, MD 20815
Phone: 301-656-9117

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Section 3 of the
Village of Chevy Chase
P.O. Box 15070
Chevy Chase, MD 20815
Phone: 301-656-9117

UPCOMING EVENTS

Sep-30 - Party-in-the-Park
(Rain Date)

Oct-03 - Bulk Trash Pickup,
curbside

Oct-10 - Council Meeting -
7:45, CCUMC, Rm. 109

Oct-31 - Halloween Children's
Parade & Party

Nov-06 - Election Day - Vote
at CC

Nov-06 - Election Day - Vote
at CCUMC!




Cable and Internet

Comcast and Verizon both service all of Section 3. Fios and Xfinity are available.

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P.O. Box 15070 · Chevy Chase, MD 20815 · 301 656-9117

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EXHIBIT 16

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Full Schedule Report



Product Name: Verizon FIOS : ISP/Phone/TV
Title: Real...Services/\$84.99; Web
Length/Size: 30
First Date: 9/10/2012
Id: 4039117R

Date/Time	Source	Program
09/27/2012 10:47:38 PM	WDCW	HOW I MET/MOTHER
09/27/2012 07:45:47 PM	WDCA	FAMILY FEUD
09/27/2012 08:21:44 AM	WTTG	FOX MORNING NEWS
09/27/2012 01:53:50 AM	WDCW	TIL DEATH
09/26/2012 11:54:55 PM	WDCW	30 ROCK
09/26/2012 10:24:34 PM	WTTG	FOX 5 NEWS AT TEN
09/26/2012 07:49:48 PM	WDCA	FAMILY FEUD
09/26/2012 07:14:12 PM	WTTG	SIMPSONS
09/26/2012 01:53:25 AM	WDCW	TIL DEATH
09/25/2012 11:11:58 PM	WTTG	FOX 5 NEWS EDGE AT 11
09/25/2012 10:58:00 PM	WDCW	HOW I MET/MOTHER
09/25/2012 08:25:50 PM	WDCA	COLD CASE-MNTV
09/25/2012 07:46:15 PM	WDCW	TWO AND A HALF MEN
09/25/2012 07:28:39 PM	WDCA	FAMILY FEUD
09/25/2012 05:44:13 AM	WJLA	GOOD MORNING WASHINGTON
09/25/2012 01:15:06 AM	WDCW	NEW ADVEN/OLD CHRSTN
09/24/2012 08:21:14 PM	WDCW	L.A. COMPLEX-CW
09/24/2012 07:58:30 PM	WTTG	BIG BANG THEORY
09/24/2012 07:28:27 PM	WDCA	FAMILY FEUD
09/24/2012 07:39:55 AM	WTTG	FOX MORNING NEWS

REDACTED - FOR PUBLIC INSPECTION

09/24/2012 06:25:05 AM	WRC	NEWS 4 TODAY AT 6
09/24/2012 12:43:44 AM	WRC	ACCESS HOLLYWOOD WKND
09/24/2012 12:26:56 AM	WDCW	FUTURAMA
09/24/2012 12:04:30 AM	WUSA	9 NEWS NOW AT 11 PM
09/23/2012 10:35:57 PM	WTTG	FOX 5 NEWS AT TEN
09/23/2012 10:16:02 PM	WDCW	DIRECT ACCESS/BIG TIGGER
09/23/2012 08:58:45 PM	WDCA	BIG BANG THEORY WKND
09/23/2012 07:57:26 PM	WDCA	BONES
09/23/2012 06:00:27 PM	WUSA	NFL FOOTBALL-CBS
09/23/2012 02:55:26 PM	WTTG	ENGLISH PREMIER LEAGUE
09/23/2012 01:47:52 AM	WUSA	9 NEWS NOW AT 11 PM
09/23/2012 12:44:36 AM	WDCW	TIL DEATH WKND
09/23/2012 12:43:14 AM	WJLA	ABC 7 TIM BRANT'S PRO FO
09/22/2012 10:45:46 PM	WDCW	HOW I MET/MOTHER/WKND
09/22/2012 07:44:30 PM	WDCW	TWO AND A HALF MEN WKND
09/22/2012 07:24:26 PM	WDCA	TYLER PERRY'S MEET BR/WK
09/22/2012 03:29:23 PM	WDCW	CLG FTBLL GAME
09/22/2012 01:22:12 PM	WDCW	CLG FTBLL GAME
09/22/2012 12:17:56 AM	WDCW	DIRECT ACCESS/BIG TIGGER
09/21/2012 10:54:34 PM	WDCW	HOW I MET/MOTHER
09/21/2012 07:19:23 PM	WDCA	FAMILY FEUD
09/21/2012 01:44:14 AM	WUSA	9 NEWS NOW AT 11 PM
09/21/2012 01:18:15 AM	WDCW	NEW ADVEN/OLD CHRSTN
09/20/2012 09:24:22 PM	WDCW	NEXT-CW
09/19/2012 10:58:59 PM	WDCW	HOW I MET/MOTHER
09/19/2012 10:28:06 PM	WTTG	FOX 5 NEWS AT TEN
09/19/2012 07:20:33 PM	WDCA	FAMILY FEUD
09/17/2012 10:59:30 PM	WDCW	HOW I MET/MOTHER
09/17/2012 08:17:54 PM	WTTG	BONES-FOX
09/17/2012 01:20:21 AM	WRC	ACCESS HOLLYWOOD WKND
09/17/2012 12:32:52 AM	WUSA	SPORTS PLUS
09/16/2012 11:10:54 PM	WUSA	MENTALIST-CBS
09/16/2012 10:15:54 PM	WDCW	DIRECT ACCESS/BIG TIGGER

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09/16/2012 08:36:07 PM	WJLA	REVENGE-ABC
09/16/2012 08:18:00 PM	WRC	NFL SUNDAY KICKOFF
09/16/2012 09:30:51 AM	WTTG	FOX NEWS SUNDAY-FOX
09/16/2012 09:29:27 AM	WJLA	INSIDE WASHINGTON
09/16/2012 12:32:37 AM	WJLA	ABC7 NEWS WEEKLY
09/16/2012 12:14:00 AM	WTTG	FOX 5 NEWS AT TEN
09/15/2012 11:24:41 PM	WUSA	9 NEWS NOW AT 11 PM
09/15/2012 10:43:01 PM	WDCW	HOW I MET/MOTHER/WKND
09/15/2012 09:26:50 PM	WDCA	CLOSER
09/15/2012 08:24:56 PM	WDCA	CLOSER
09/15/2012 07:45:56 PM	WDCW	TWO AND A HALF MEN WKND
09/15/2012 07:21:55 PM	WUSA	GAME ON
09/15/2012 03:29:00 PM	WUSA	COLLEGE FTBL TODAY-CBS
09/15/2012 03:22:03 PM	WDCW	CLG FTBLL GAME
09/15/2012 02:04:55 PM	WDCW	CLG FTBLL GAME
09/15/2012 12:07:44 PM	WDCW	CLG FTBLL GAME
09/15/2012 10:22:21 AM	WRC	NEWS 4 TODAY
09/15/2012 07:41:31 AM	WJLA	GOOD MORNING AMERICA-SAT
09/15/2012 01:09:12 AM	WTTG	KING OF THE HILL
09/14/2012 10:54:59 PM	WDCW	HOW I MET/MOTHER
09/14/2012 08:42:28 PM	WTTG	TOUCH-FOX
09/14/2012 07:54:57 PM	WDCA	TYLER PERRY'S HS/PAYNE
09/14/2012 06:51:42 AM	WUSA	9NEWS NOW AT 6 AM
09/14/2012 05:57:29 AM	WTTG	FOX MORNING NEWS AT 5
09/13/2012 11:29:44 PM	WUSA	9 NEWS NOW AT 11 PM
09/13/2012 11:09:31 PM	WTTG	FOX 5 NEWS EDGE AT 11
09/13/2012 09:25:07 PM	WDCW	NEXT-CW
09/13/2012 08:46:29 PM	WTTG	X FACTOR-FOX
09/13/2012 07:58:54 PM	WRC	ACCESS HOLLYWOOD
09/13/2012 07:55:28 PM	WDCA	TYLER PERRY'S HS/PAYNE
09/13/2012 05:12:06 AM	WUSA	9NEWS NOW AT 5 AM
09/12/2012 10:54:41 PM	WDCW	HOW I MET/MOTHER
09/12/2012 08:45:50 PM	WDCW	OH SITI-CW

09/12/2012 07:58:30 PM	WTTG	BIG BANG THEORY
09/12/2012 07:45:32 PM	WDCA	TYLER PERRY'S HS/PAYNE
09/12/2012 06:28:09 AM	WUSA	9NEWS NOW AT 6 AM
09/11/2012 11:24:00 PM	WUSA	9 NEWS NOW AT 11 PM
09/11/2012 08:57:19 PM	WTTG	SO YOU THINK/CAN DANCE
09/11/2012 07:44:02 PM	WDCA	TYLER PERRY'S HS/PAYNE
09/11/2012 10:16:30 AM	WDCW	PEOPLES COURT
09/10/2012 11:56:29 PM	WDCW	30 ROCK
09/10/2012 11:45:29 PM	WUSA	9 NEWS NOW AT 11 PM
09/10/2012 11:08:47 PM	WTTG	FOX 5 NEWS EDGE AT 11
09/10/2012 08:42:21 PM	WDCW	L.A. COMPLEX-CW

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Product Name: Verizon FIOS : Cable & ISP
Title: Making Switching Easier/624-FIOS
Length/Size: 30
First Date: 8/20/2012
Id: 3986086R

Date/Time	Source	Program
08/31/2012 09:28:29 AM	WUSA	INSIDE EDITION
08/30/2012 09:41:49 AM	WUSA	INSIDER
08/30/2012 09:20:20 AM	WUSA	INSIDE EDITION
08/28/2012 09:55:23 AM	WUSA	INSIDER
08/27/2012 10:58:49 AM	WUSA	LET'S MAKE A DEAL-CBS
08/24/2012 09:56:17 AM	WUSA	INSIDER
08/24/2012 09:47:40 AM	WUSA	INSIDER
08/22/2012 09:47:02 AM	WUSA	INSIDER
08/22/2012 01:33:47 AM	WUSA	LATE LATE/CRAIG FERGUSON

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Product Name: Verizon FiOS : Cable & ISP

Title: Harder to Resist/827-FIOS Superprice

Length/Size: 60

First Date: 8/19/2012

Id: 3981389R

Date/Time	Source	Program
09/02/2012 12:28:00 AM	WJLA	ABC7 NEWS WEEKLY
09/01/2012 09:44:28 PM	WRC	LAW & ORDER: SPECIAL VIC
08/31/2012 09:19:02 PM	WTTG	BONES-FOX
08/30/2012 11:19:13 PM	WRC	NEWS 4 AT 11
08/29/2012 10:33:29 AM	WJLA	RACHAEL RAY
08/27/2012 08:48:11 PM	WDCW	L.A. COMPLEX-CW
08/24/2012 09:19:04 PM	WRC	GRIMM-NBC
08/24/2012 08:17:20 PM	WTTG	BONES-FOX

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Product Name: Verizon FIOS : ISP/Phone/TV

Title: Reliable Services/Scenes & Audio

Length/Size: 60

First Date: 7/6/2012

Id: 3848947R

Date/Time	Source	Program
07/16/2012 05:43:45 PM	WDCA	DIVORCE COURT
07/16/2012 03:26:02 PM	WTTG	JUDGE JUDY
07/09/2012 02:51:42 PM	WRC	NATE BERKUS SHOW
07/09/2012 11:51:32 AM	WRC	NEWS 4 MIDDAY
07/08/2012 12:28:40 PM	WJLA	PAID PROGRAM
07/07/2012 01:58:25 PM	WUSA	PAID PROGRAM
07/06/2012 02:14:55 PM	WRC	NATE BERKUS SHOW
07/06/2012 01:32:19 PM	WDCW	BILL CUNNINGHAM SHOW
07/06/2012 12:12:56 PM	WUSA	9 NEWS NOW AT NOON
07/06/2012 11:55:06 AM	WDCW	PEOPLES COURT
07/06/2012 11:12:29 AM	WRC	NEWS 4 MIDDAY

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Product Name: Verizon FIOS : ISP/Phone/TV

Title: TV & Phone \$99.99

Length/Size: 120

First Date: 6/21/2012

Id: 3809153

Date/Time	Source	Program
06/22/2012 10:32:01 AM	WJLA	RACHAEL RAY

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Product Name: Verizon FIOS : ISP/Phone/TV

Title: Frustrated...Cable/\$250 Back

Length/Size: 60

First Date: 6/3/2012

Id: 3756052R

Date/Time	Source	Program
06/16/2012 05:25:05 PM	WUSA	ELECTRIC PLAYGROUND WKND
06/16/2012 12:57:39 PM	WRC	BABAR-NBC
06/16/2012 08:28:03 AM	WUSA	CBS THIS MORNING-SAT
06/15/2012 02:37:03 PM	WTTG	JUDGE ALEX
06/15/2012 01:23:37 PM	WTTG	SWIFT JUSTICE WITH JACKI
06/15/2012 11:59:00 AM	WJLA	VIEW-ABC
06/15/2012 11:44:29 AM	WRC	NEWS 4 MIDDAY
06/15/2012 09:49:08 AM	WRC	TODAY SHOW II
06/15/2012 09:47:12 AM	WJLA	LIVE! WITH KELLY
06/14/2012 03:47:31 PM	WTTG	JUDGE JUDY
06/14/2012 03:25:44 PM	WTTG	JUDGE JUDY
06/14/2012 02:38:37 PM	WRC	NATE BERKUS SHOW
06/14/2012 01:48:02 PM	WDCW	BILL CUNNINGHAM SHOW
06/14/2012 12:51:55 PM	WJLA	WHO WANTS/MILLIONAIRE
06/14/2012 12:46:06 PM	WDCW	STEVE WILKOS SHOW
06/14/2012 12:38:53 PM	WTTG	JEREMY KYLE SHOW
06/14/2012 12:20:49 PM	WJLA	ABC 7 NEWS AT NOON
06/14/2012 11:20:30 AM	WRC	NEWS 4 MIDDAY
06/14/2012 11:11:39 AM	WRC	NEWS 4 MIDDAY
06/13/2012 03:19:00 PM	WTTG	JUDGE JUDY

REDACTED - FOR PUBLIC INSPECTION

06/13/2012 01:59:00 PM	WRC	DAYS OF OUR LIVES
06/13/2012 12:47:26 PM	WDCW	STEVE WILKOS SHOW
06/13/2012 12:28:48 PM	WUSA	9 NEWS NOW AT NOON
06/13/2012 12:22:55 PM	WUSA	9 NEWS NOW AT NOON
06/13/2012 11:58:30 AM	WRC	NEWS 4 MIDDAY
06/13/2012 11:24:19 AM	WTTG	DR OZ SHOW
06/13/2012 10:58:39 AM	WTTG	WENDY WILLIAMS SHOW
06/13/2012 10:36:48 AM	WDCW	PEOPLES COURT
06/13/2012 10:28:08 AM	WRC	TODAY SHOW III
06/13/2012 09:53:26 AM	WJLA	LIVE! WITH KELLY
06/12/2012 02:59:00 PM	WJLA	REVOLUTION-ABC
06/12/2012 02:11:37 PM	WRC	NATE BERKUS SHOW
06/12/2012 12:47:15 PM	WJLA	WHO WANTS/MILLIONAIRE
06/12/2012 12:47:12 PM	WTTG	JEREMY KYLE SHOW
06/12/2012 12:29:21 PM	WRC	ACCESS HOLLYWOOD LIVE
06/12/2012 11:36:15 AM	WTTG	DR OZ SHOW
06/12/2012 10:27:07 AM	WRC	TODAY SHOW III
06/11/2012 02:38:08 PM	WTTG	JUDGE ALEX
06/11/2012 02:22:42 PM	WTTG	JUDGE ALEX
06/11/2012 01:59:00 PM	WRC	DAYS OF OUR LIVES
06/11/2012 01:20:38 PM	WDCW	BILL CUNNINGHAM SHOW
06/11/2012 12:58:44 PM	WJLA	WHO WANTS/MILLIONAIRE
06/11/2012 10:46:21 AM	WDCW	PEOPLES COURT
06/10/2012 03:27:22 PM	WRC	NONSTOP SCENE: DC
06/10/2012 02:42:00 PM	WRC	PAID PROGRAM
06/10/2012 11:58:41 AM	WJLA	UNIDENTIFIED PROGRAM
06/10/2012 11:48:08 AM	WUSA	THIS WEEK/DEFENSE NEWS
06/10/2012 09:56:27 AM	WJLA	WASHINGTON BUSINESS RPT
06/10/2012 08:24:21 AM	WUSA	PLATTS ENERGY WEEK
06/09/2012 09:28:33 AM	WUSA	CBS THIS MORNING-SAT
06/09/2012 08:52:06 AM	WRC	NEWS 4 TODAY
06/08/2012 05:54:46 PM	WTTG	NEWS
06/08/2012 03:48:46 PM	WTTG	JUDGE JUDY

REDACTED - FOR PUBLIC INSPECTION

06/08/2012 03:10:53 PM	WTTG	JUDGE JUDY
06/08/2012 01:50:38 PM	WDCW	BILL CUNNINGHAM SHOW
06/08/2012 12:45:00 PM	WJLA	WHO WANTS/MILLIONAIRE
06/08/2012 12:17:54 PM	WUSA	9 NEWS NOW AT NOON
06/08/2012 12:10:17 PM	WDCW	STEVE WILKOS SHOW
06/08/2012 09:58:55 AM	WJLA	LIVE! WITH KELLY
06/07/2012 03:38:55 PM	WTTG	JUDGE JUDY
06/07/2012 02:58:30 PM	WRC	NATE BERKUS SHOW
06/07/2012 02:53:16 PM	WTTG	JUDGE ALEX
06/07/2012 01:59:00 PM	WRC	DAYS OF OUR LIVES
06/07/2012 01:57:44 PM	WDCW	BILL CUNNINGHAM SHOW
06/07/2012 01:57:27 PM	WJLA	CHEW-ABC
06/07/2012 01:28:50 PM	WTTG	SWIFT JUSTICE WITH JACKI
06/07/2012 11:59:00 AM	WRC	NEWS 4 MIDDAY
06/07/2012 11:29:01 AM	WUSA	PRICE IS RIGHT-CBS
06/07/2012 11:24:28 AM	WTTG	DR OZ SHOW
06/07/2012 10:17:23 AM	WJLA	RACHAEL RAY
06/07/2012 10:15:39 AM	WDCW	PEOPLES COURT
06/07/2012 09:35:16 AM	WJLA	LIVE! WITH KELLY
06/06/2012 12:55:59 PM	WDCW	STEVE WILKOS SHOW
06/06/2012 12:28:49 PM	WUSA	9 NEWS NOW AT NOON
06/06/2012 11:41:07 AM	WRC	NEWS 4 MIDDAY
06/06/2012 11:38:14 AM	WTTG	DR OZ SHOW
06/06/2012 10:36:21 AM	WTTG	WENDY WILLIAMS SHOW
06/06/2012 10:33:27 AM	WDCW	PEOPLES COURT
06/06/2012 10:29:08 AM	WRC	TODAY SHOW III
06/06/2012 09:35:05 AM	WJLA	LIVE! WITH KELLY
06/05/2012 03:47:21 PM	WTTG	JUDGE JUDY
06/05/2012 03:38:03 PM	WTTG	JUDGE JUDY
06/05/2012 02:59:00 PM	WJLA	REVOLUTION-ABC
06/05/2012 02:57:30 PM	WRC	NATE BERKUS SHOW
06/05/2012 12:31:29 PM	WDCW	STEVE WILKOS SHOW
06/05/2012 11:41:05 AM	WRC	NEWS 4 MIDDAY

06/05/2012 11:28:51 AM	WRC	NEWS 4 MIDDAY
06/05/2012 11:14:34 AM	WDCW	PEOPLES COURT
06/05/2012 10:32:43 AM	WTTG	WENDY WILLIAMS SHOW
06/04/2012 06:06:54 PM	WTTG	FOX 5 NEWS EDGE AT 6 PM
06/04/2012 05:11:50 PM	WTTG	NEWS
06/04/2012 04:21:49 PM	WRC	NEWS 4 AT 4
06/04/2012 02:55:10 PM	WRC	NATE BERKUS SHOW
06/04/2012 01:58:57 PM	WTTG	SWIFT JUSTICE WITH JACKI
06/04/2012 01:34:23 PM	WJLA	CHEW-ABC
06/04/2012 12:45:43 PM	WJLA	WHO WANTS/MILLIONAIRE
06/04/2012 12:29:41 PM	WTTG	JEREMY KYLE SHOW
06/04/2012 12:28:55 PM	WUSA	9 NEWS NOW AT NOON
06/04/2012 11:58:56 AM	WTTG	DR OZ SHOW
06/04/2012 11:52:33 AM	WRC	NEWS 4 MIDDAY
06/04/2012 11:09:36 AM	WRC	NEWS 4 MIDDAY
06/04/2012 10:58:16 AM	WRC	TODAY SHOW III

AdScope™

[Print Close](#)

Full Schedule Report



Product Name: Verizon FIOS : ISP/Phone/TV

Title: Paying To Much and...Less/\$89.99

Length/Size: 30

First Date: 5/6/2012

Id: 3682952R

Date/Time	Source	Program
06/04/2012 12:48:56 AM	WTTG	GREY'S ANATOMY
06/04/2012 12:21:09 AM	WTTG	GREY'S ANATOMY
06/03/2012 11:56:00 PM	WTTG	EVERYBODY/RAYMOND WKND
06/03/2012 11:55:32 PM	WJLA	ABC7 NEWS WEEKLY
06/03/2012 10:22:11 PM	WTTG	FOX 5 NEWS AT TEN
06/03/2012 06:57:50 PM	WUSA	9NEWS NOW SUNDAY 6:30P
06/03/2012 12:58:30 PM	WDCW	SPORTS WEEK WITH LAVAR
06/03/2012 11:55:34 AM	WUSA	THIS WEEK/DEFENSE NEWS
06/03/2012 08:30:22 AM	WTTG	FOX 5 MORNING NEWS SUNDA
06/03/2012 08:25:16 AM	WUSA	PLATTS ENERGY WEEK
06/03/2012 08:12:12 AM	WTTG	FOX 5 MORNING NEWS SUNDA
06/03/2012 12:48:46 AM	WDCA	GREY'S ANATOMY
06/03/2012 12:45:58 AM	WDCW	FUTURAMA
06/03/2012 12:26:12 AM	WTTG	FOX 5 NEWS AT 11 PM
06/03/2012 12:04:06 AM	WJLA	ABC7 NEWS WEEKLY
06/02/2012 11:55:50 PM	WTTG	FOX 5 NEWS AT 11 PM
06/02/2012 11:38:01 PM	WDCW	IT'S ALWAYS SNY/PHL-WKND
06/02/2012 11:29:47 PM	WJLA	NEWS
06/02/2012 11:23:24 PM	WUSA	9 NEWS NOW AT 11 PM
06/02/2012 11:15:19 PM	WDCW	DIRECT ACCESS/BIG TIGGER

REDACTED - FOR PUBLIC INSPECTION

06/02/2012 11:04:19 PM	WDCA	LAW & ORDER
06/02/2012 10:55:32 PM	WDCW	SEINFELD WKND
06/02/2012 10:14:25 PM	WDCA	LAW & ORDER
06/02/2012 10:14:10 PM	WDCW	SEINFELD WKND
06/02/2012 09:45:53 PM	WTTG	MJR LGE BSBLL GM
06/02/2012 07:41:45 PM	WUSA	MCLAUGHLIN GROUP
06/02/2012 02:41:03 PM	WUSA	ELECTRIC PLAYGROUND WKND
06/02/2012 08:28:29 AM	WUSA	CBS THIS MORNING-SAT
06/02/2012 12:31:06 AM	WUSA	LATE SHOW/DAVID LTTRMN
06/01/2012 11:56:31 PM	WDCW	30 ROCK
06/01/2012 11:53:49 PM	WTTG	TMZ
06/01/2012 11:33:44 PM	WRC	NEWS 4 AT 11
06/01/2012 11:17:19 PM	WDCW	30 ROCK
06/01/2012 11:12:16 PM	WUSA	9 NEWS NOW AT 11 PM
06/01/2012 10:39:19 PM	WDCW	HOW I MET/MOTHER
06/01/2012 06:52:37 AM	WJLA	GOOD MORN WASHINGTON/6A
06/01/2012 05:37:39 AM	WJLA	GOOD MORNING WASHINGTON
06/01/2012 05:14:25 AM	WJLA	GOOD MORNING WASHINGTON
05/31/2012 11:50:59 PM	WTTG	TMZ
05/31/2012 11:46:32 PM	WDCW	30 ROCK
05/31/2012 11:32:39 PM	WJLA	NEWS
05/31/2012 11:30:52 PM	WRC	NEWS 4 AT 11
05/31/2012 11:13:57 PM	WUSA	9 NEWS NOW AT 11 PM
05/31/2012 10:59:39 PM	WRC	AMERICA'S GOT TALENT-NBC
05/31/2012 10:56:20 PM	WTTG	FOX 5 NEWS AT TEN
05/31/2012 07:44:17 PM	WDCW	TWO AND A HALF MEN
05/31/2012 07:28:55 PM	WJLA	WHEEL OF FORTUNE
05/31/2012 07:14:25 PM	WDCW	TWO AND A HALF MEN
05/31/2012 05:38:18 PM	WJLA	ABC 7 NEWS AT 5:00
05/31/2012 05:58:34 AM	WJLA	GOOD MORNING WASHINGTON
05/30/2012 11:55:17 PM	WDCW	30 ROCK
05/30/2012 11:53:59 PM	WTTG	TMZ
05/30/2012 10:36:47 PM	WTTG	FOX 5 NEWS AT TEN

05/30/2012 07:59:15 PM	WTTG	BIG BANG THEORY
05/30/2012 07:57:20 PM	WDCW	TWO AND A HALF MEN
05/30/2012 07:41:45 PM	WJLA	JEOPARDY
05/30/2012 07:12:42 PM	WDCW	TWO AND A HALF MEN
05/29/2012 11:50:01 PM	WTTG	TMZ
05/29/2012 10:48:05 PM	WDCW	HOW I MET/MOTHER
05/29/2012 10:26:17 PM	WTTG	FOX 5 NEWS AT TEN
05/29/2012 07:42:32 PM	WTTG	BIG BANG THEORY
05/29/2012 07:28:25 PM	WJLA	WHEEL OF FORTUNE
05/29/2012 06:55:18 AM	WTTG	FOX MORNING NEWS AT 6 AM
05/28/2012 11:41:32 PM	WTTG	TMZ
05/28/2012 11:32:30 PM	WUSA	9 NEWS NOW AT 11 PM
05/28/2012 11:23:11 PM	WJLA	NEWS
05/28/2012 11:15:02 PM	WDCW	30 ROCK
05/28/2012 09:45:00 PM	WDCW	HART OF DIXIE
05/28/2012 09:17:57 PM	WUSA	TWO AND A HALF MEN-CBS
05/28/2012 07:55:23 PM	WDCW	TWO AND A HALF MEN
05/28/2012 07:54:54 PM	WUSA	ENTERTAINMENT TONIGHT
05/28/2012 07:53:19 PM	WTTG	BIG BANG THEORY
05/28/2012 07:27:55 PM	WJLA	WHEEL OF FORTUNE
05/28/2012 03:56:39 PM	WTTG	NATIONAL MEMORIAL DAY PA
05/28/2012 03:38:26 PM	WTTG	NATIONAL MEMORIAL DAY PA
05/28/2012 06:29:24 AM	WTTG	FOX MORNING NEWS AT 6 AM
05/28/2012 05:42:01 AM	WUSA	9NEWS NOW AT 5 AM
05/28/2012 12:01:16 AM	WUSA	SPORTS PLUS
05/27/2012 11:32:00 PM	WUSA	9 NEWS NOW AT 11 PM
05/27/2012 11:27:54 PM	WJLA	NEWS
05/27/2012 10:58:01 PM	WDCW	FRIENDS WKND
05/27/2012 10:26:54 PM	WDCW	FRIENDS WKND
05/27/2012 06:08:02 PM	WTTG	NASCAR SPR/COCA-COLA PR
05/27/2012 02:51:07 PM	WUSA	INSIDE EDITION WKND
05/27/2012 01:09:25 PM	WJLA	INDIANAPOLIS 500 RACE
05/27/2012 11:55:19 AM	WUSA	THIS WEEK/DEFENSE NEWS

REDACTED - FOR PUBLIC INSPECTION

05/27/2012 08:44:26 AM	WUSA	BIOCENTURY THIS WEEK
05/27/2012 08:17:00 AM	WUSA	PLATTS ENERGY WEEK
05/27/2012 12:53:16 AM	WUSA	NUMB3RS
05/27/2012 12:18:23 AM	WDCA	GREY'S ANATOMY
05/26/2012 11:52:44 PM	WDCA	LAW & ORDER
05/26/2012 11:45:58 PM	WJLA	ABC7 NEWS WEEKLY
05/26/2012 11:32:01 PM	WUSA	9 NEWS NOW AT 11 PM
05/26/2012 11:20:39 PM	WRC	NEWS 4 AT 11
05/26/2012 11:19:48 PM	WTTG	SPORTS EXTRA
05/26/2012 10:57:45 PM	WJLA	NBA BSKB PLYFF GM
05/26/2012 10:38:52 PM	WDCA	LAW & ORDER
05/26/2012 07:35:02 PM	WDCW	WASHINGTON NATIONALS PST
05/26/2012 07:27:54 PM	WJLA	WHEEL OF FORTUNE WKND
05/26/2012 10:48:47 AM	WRC	IT'S ACADEMIC
05/25/2012 11:14:05 PM	WUSA	9 NEWS NOW AT 11 PM
05/25/2012 09:47:14 PM	WJLA	ROCKY V MOVIE
05/25/2012 09:16:47 PM	WJLA	ROCKY V MOVIE
05/25/2012 08:56:03 PM	WJLA	ROCKY V MOVIE
05/25/2012 08:35:35 PM	WJLA	ROCKY V MOVIE
05/25/2012 08:24:16 PM	WDCW	NIKITA-CW
05/25/2012 08:12:12 PM	WJLA	ROCKY V MOVIE
05/25/2012 07:58:30 PM	WTTG	BIG BANG THEORY
05/25/2012 07:58:19 PM	WUSA	ENTERTAINMENT TONIGHT
05/25/2012 07:25:18 PM	WDCA	TYLER PERRY'S MEET/BROWN
05/25/2012 07:11:43 PM	WDCW	TWO AND A HALF MEN
05/24/2012 11:41:31 PM	WTTG	TMZ
05/24/2012 11:34:24 PM	WUSA	9 NEWS NOW AT 11 PM
05/24/2012 11:15:47 PM	WDCW	30 ROCK
05/24/2012 10:27:21 PM	WTTG	FOX 5 NEWS AT TEN
05/24/2012 09:42:55 PM	WDCW	VAMPIRE DIARIES-CW
05/24/2012 07:46:25 PM	WRC	ACCESS HOLLYWOOD
05/24/2012 07:46:03 PM	WDCW	TWO AND A HALF MEN
05/24/2012 07:16:15 PM	WDCW	TWO AND A HALF MEN

05/24/2012 06:57:36 PM	WDCA	JUDGE JOE BROWN
05/23/2012 11:56:03 PM	WDCW	30 ROCK
05/23/2012 11:29:33 PM	WRC	NEWS 4 AT 11
05/23/2012 11:21:15 PM	WTTG	FOX 5 NEWS EDGE AT 11
05/23/2012 10:58:33 PM	WTTG	FOX 5 NEWS AT TEN
05/23/2012 07:58:12 PM	WJLA	JEOPARDY
05/23/2012 07:56:56 PM	WDCW	TWO AND A HALF MEN
05/23/2012 07:40:28 PM	WUSA	ENTERTAINMENT TONIGHT
05/23/2012 07:25:52 PM	WDCW	TWO AND A HALF MEN
05/22/2012 11:29:06 PM	WRC	NEWS 4 AT 11
05/22/2012 11:24:28 PM	WUSA	9 NEWS NOW AT 11 PM
05/22/2012 09:41:13 PM	WRC	AMERICA'S GOT TALENT-NBC
05/22/2012 09:22:18 PM	WTTG	GLEE-FOX
05/22/2012 07:58:49 PM	WUSA	ENTERTAINMENT TONIGHT
05/22/2012 07:44:33 PM	WDCW	TWO AND A HALF MEN
05/21/2012 11:58:28 PM	WTTG	TMZ
05/21/2012 11:24:19 PM	WRC	NEWS 4 AT 11
05/21/2012 11:09:35 PM	WTTG	FOX 5 NEWS EDGE AT 11
05/21/2012 09:43:20 PM	WDCW	ONE TREE HILL-CW
05/21/2012 08:38:42 PM	WDCW	ONE TREE HILL-CW
05/21/2012 07:26:45 PM	WDCW	TWO AND A HALF MEN
05/21/2012 07:14:01 PM	WDCA	TYLER PERRY'S MEET/BROWN
05/21/2012 06:14:32 AM	WRC	NEWS 4 TODAY AT 6
05/21/2012 06:07:45 AM	WTTG	FOX MORNING NEWS AT 6 AM
05/21/2012 05:54:32 AM	WUSA	9NEWS NOW AT 5 AM
05/21/2012 01:01:31 AM	WUSA	CRIMINAL MINDS
05/20/2012 11:55:20 PM	WTTG	EVERYBODY/RAYMOND WKND
05/20/2012 11:48:42 PM	WUSA	SPORTS PLUS
05/20/2012 11:30:55 PM	WJLA	NEWS
05/20/2012 11:25:26 PM	WTTG	SPORTS EXTRA
05/20/2012 10:58:44 PM	WDCW	FRIENDS WKND
05/20/2012 10:27:25 PM	WDCW	FRIENDS WKND
05/20/2012 09:28:09 PM	WJLA	BILLBOARD MSC AWARDS-ABC

REDACTED - FOR PUBLIC INSPECTION

05/20/2012 05:33:12 PM	WJLA	NBA BSKB PLYF GM-ABC
05/20/2012 03:27:32 PM	WDCW	MAJOR LEAGUE BASEBALL
05/20/2012 03:11:11 PM	WDCW	MAJOR LEAGUE BASEBALL
05/20/2012 03:07:56 PM	WRC	STANLEY CUP PLAYOFFS-NBC
05/20/2012 02:27:41 PM	WJLA	WNBA BASKETBALL-ABC
05/20/2012 01:57:49 PM	WDCW	MAJOR LEAGUE BASEBALL
05/20/2012 01:32:32 PM	WDCW	MAJOR LEAGUE BASEBALL
05/20/2012 01:15:18 PM	WDCW	WASHINGTON NTLS PRE-GAME
05/20/2012 11:28:30 AM	WRC	MEET THE PRESS
05/20/2012 12:50:54 AM	WDCA	GREY'S ANATOMY
05/19/2012 11:54:30 PM	WTTG	SPORTS EXTRA
05/19/2012 11:46:38 PM	WJLA	ABC7 NEWS WEEKLY
05/19/2012 11:18:51 PM	WDCA	LAW & ORDER
05/19/2012 11:15:36 PM	WUSA	9 NEWS NOW AT 11 PM
05/19/2012 10:24:20 PM	WTTG	MJR LGE BSBLL GM
05/19/2012 10:19:29 PM	WDCA	LAW & ORDER
05/19/2012 07:56:10 PM	WUSA	MCLAUGHLIN GROUP
05/19/2012 02:47:42 PM	WRC	STANLEY CUP PLAYOFFS-NBC
05/19/2012 10:41:43 AM	WRC	IT'S ACADEMIC
05/18/2012 11:55:25 PM	WTTG	TMZ
05/18/2012 11:33:00 PM	WUSA	9 NEWS NOW AT 11 PM
05/18/2012 11:18:11 PM	WDCW	30 ROCK
05/18/2012 08:47:10 PM	WUSA	UNDERCOVER BOSS
05/18/2012 07:59:20 PM	WDCW	TWO AND A HALF MEN
05/18/2012 07:58:26 PM	WJLA	JEOPARDY
05/18/2012 07:27:06 PM	WDCW	TWO AND A HALF MEN
05/18/2012 06:13:32 AM	WRC	NEWS 4 TODAY AT 6
05/17/2012 11:22:57 PM	WJLA	NEWS
05/17/2012 11:16:24 PM	WDCW	30 ROCK
05/17/2012 10:38:35 PM	WTTG	FOX 5 NEWS AT TEN
05/17/2012 08:34:46 PM	WDCW	PEREZ HILTON ALL ACCE-CW
05/17/2012 07:57:07 PM	WDCW	TWO AND A HALF MEN
05/17/2012 07:14:13 PM	WDCA	TYLER PERRY'S MEET/BROWN

05/16/2012 11:23:03 PM	WUSA	9 NEWS NOW AT 11 PM
05/16/2012 10:56:05 PM	WTTG	FOX 5 NEWS AT TEN
05/16/2012 10:42:01 PM	WJLA	REVENGE-ABC
05/16/2012 09:20:19 PM	WJLA	MODERN FAMILY-ABC
05/16/2012 07:57:18 PM	WDCW	TWO AND A HALF MEN
05/16/2012 07:29:30 PM	WRC	NBC NIGHTLY/BRIAN WLMS
05/16/2012 07:26:34 PM	WDCW	TWO AND A HALF MEN
05/15/2012 11:32:08 PM	WUSA	9 NEWS NOW AT 11 PM
05/15/2012 11:19:03 PM	WDCW	30 ROCK
05/15/2012 10:14:55 PM	WDCW	HOW I MET/MOTHER
05/15/2012 09:44:28 PM	WTTG	GLEE-FOX
05/15/2012 08:43:44 PM	WDCW	90210-CW
05/15/2012 07:15:01 PM	WDCW	TWO AND A HALF MEN
05/15/2012 07:14:40 PM	WDCA	TYLER PERRY'S MEET/BROWN
05/15/2012 06:39:39 AM	WTTG	FOX MORNING NEWS AT 6 AM
05/15/2012 05:42:47 AM	WUSA	9NEWS NOW AT 5 AM
05/14/2012 11:55:35 PM	WTTG	TMZ
05/14/2012 11:30:00 PM	WUSA	9 NEWS NOW AT 11 PM
05/14/2012 10:30:36 PM	WUSA	HAWAII FIVE-0
05/14/2012 09:21:44 PM	WDCW	HART OF DIXIE
05/14/2012 08:16:46 PM	WTTG	BONES-FOX
05/14/2012 07:26:18 PM	WDCW	TWO AND A HALF MEN
05/14/2012 07:24:32 PM	WTTG	SIMPSON'S
05/14/2012 06:57:21 PM	WDCA	JUDGE JOE BROWN
05/14/2012 06:38:10 AM	WRC	NEWS 4 TODAY AT 6
05/14/2012 12:51:15 AM	WUSA	CRIMINAL MINDS
05/14/2012 12:18:41 AM	WTTG	GREY'S ANATOMY
05/14/2012 12:00:57 AM	WUSA	SPORTS PLUS
05/13/2012 11:42:48 PM	WTTG	EVERYBODY/RAYMOND WKND
05/13/2012 11:16:57 PM	WUSA	9 NEWS NOW AT 11 PM
05/13/2012 11:11:10 PM	WJLA	NEWS
05/13/2012 10:48:03 PM	WDCW	FRIENDS WKND
05/13/2012 10:18:30 PM	WDCW	FRIENDS WKND

REDACTED - FOR PUBLIC INSPECTION

05/13/2012 07:41:54 PM	WDCW	UNIDENTIFIED PROGRAM
05/13/2012 05:50:28 PM	WDCW	MAJOR LEAGUE BASEBALL
05/13/2012 05:17:46 PM	WDCW	MAJOR LEAGUE BASEBALL
05/13/2012 03:00:27 PM	WJLA	NBA BSKBL PLYF GM 1
05/13/2012 02:31:55 PM	WUSA	P ALLEN SMITH GARDENS
05/13/2012 01:03:35 PM	WDCW	MAJOR LEAGUE BASEBALL
05/13/2012 12:29:25 PM	WJLA	PRE-AUCTION REAL ESTATE
05/13/2012 10:19:40 AM	WRC	CHRIS MATTHEWS
05/13/2012 09:58:54 AM	WJLA	WASHINGTON BUSINESS RPT
05/13/2012 12:23:44 AM	WDCA	GREY'S ANATOMY
05/12/2012 11:18:11 PM	WDCA	LAW & ORDER
05/12/2012 11:13:16 PM	WJLA	NEWS
05/12/2012 10:58:34 PM	WDCW	SEINFELD WKND
05/12/2012 10:50:43 PM	WDCA	LAW & ORDER
05/12/2012 10:16:22 PM	WDCW	SEINFELD WKND
05/12/2012 08:37:05 PM	WTTG	NASCAR SPRINT/SOUTHERN
05/12/2012 02:50:44 PM	WUSA	ANIMAL EXPLORATION
05/12/2012 02:28:27 PM	WUSA	JACK HANNA'S INTO/WILD
05/11/2012 11:56:21 PM	WDCW	30 ROCK
05/11/2012 11:32:32 PM	WJLA	NEWS
05/11/2012 11:29:12 PM	WUSA	9 NEWS NOW AT 11 PM
05/11/2012 10:21:50 PM	WTTG	FOX 5 NEWS AT TEN
05/11/2012 08:48:49 PM	WDCW	NIKITA-CW
05/11/2012 07:59:10 PM	WJLA	JEOPARDY
05/11/2012 07:58:57 PM	WUSA	ENTERTAINMENT TONIGHT
05/11/2012 07:42:45 PM	WDCW	TWO AND A HALF MEN
05/11/2012 06:09:17 AM	WTTG	FOX MORNING NEWS AT 6 AM
05/10/2012 11:54:24 PM	WDCW	30 ROCK
05/10/2012 11:19:29 PM	WDCW	30 ROCK
05/10/2012 10:45:03 PM	WDCW	HOW I MET/MOTHER
05/10/2012 10:20:43 PM	WTTG	FOX 5 NEWS AT TEN
05/10/2012 08:19:46 PM	WDCW	VAMPIRE DIARIES-CW
05/10/2012 06:13:38 AM	WRC	NEWS 4 TODAY AT 6

REDACTED - FOR PUBLIC INSPECTION

05/09/2012 11:55:06 PM	WDCW	30 ROCK
05/09/2012 11:26:54 PM	WDCW	30 ROCK
05/09/2012 11:21:25 PM	WUSA	9 NEWS NOW AT 11 PM
05/09/2012 11:10:30 PM	WTTG	FOX 5 NEWS EDGE AT 11
05/09/2012 10:53:31 PM	WDCW	HOW I MET/MOTHER
05/09/2012 10:37:59 PM	WTTG	FOX 5 NEWS AT TEN
05/09/2012 10:33:00 PM	WJLA	REVENGE-ABC
05/09/2012 09:42:55 PM	WUSA	CRIMINAL MINDS-CBS
05/09/2012 09:38:03 PM	WTTG	AMERICAN IDOL-FOX
05/09/2012 09:19:28 PM	WJLA	MODERN FAMILY-ABC
05/09/2012 07:40:22 PM	WTTG	BIG BANG THEORY
05/08/2012 11:28:48 PM	WDCW	30 ROCK
05/08/2012 11:08:05 PM	WTTG	FOX 5 NEWS EDGE AT 11
05/08/2012 10:53:41 PM	WDCW	HOW I MET/MOTHER
05/08/2012 10:45:17 PM	WTTG	FOX 5 NEWS AT TEN
05/08/2012 08:41:22 PM	WDCW	90210-CW
05/08/2012 07:41:08 PM	WTTG	BIG BANG THEORY
05/08/2012 07:29:00 PM	WDCW	TWO AND A HALF MEN
05/08/2012 05:41:29 AM	WJLA	GOOD MORNING WASHINGTON
05/07/2012 11:58:50 PM	WTTG	TMZ
05/07/2012 11:29:59 PM	WRC	NEWS 4 AT 11
05/07/2012 11:23:28 PM	WUSA	9 NEWS NOW AT 11 PM
05/07/2012 10:57:59 PM	WDCW	HOW I MET/MOTHER
05/07/2012 10:34:13 PM	WUSA	HAWAII FIVE-0
05/07/2012 09:20:01 PM	WDCW	HART OF DIXIE
05/07/2012 08:58:57 PM	WUSA	2 BROKE GIRLS
05/07/2012 08:26:12 PM	WDCW	GOSSIP GIRL-CW
05/07/2012 07:59:30 PM	WUSA	ENTERTAINMENT TONIGHT
05/07/2012 12:17:54 AM	WTTG	GREY'S ANATOMY
05/07/2012 12:00:37 AM	WUSA	SPORTS PLUS
05/06/2012 11:27:02 PM	WUSA	9 NEWS NOW AT 11 PM
05/06/2012 11:22:43 PM	WRC	NEWS 4 AT 11
05/06/2012 11:20:26 PM	WJLA	NEWS

05/06/2012 10:50:12 PM	WDCW	FRIENDS WKND
05/06/2012 10:19:20 PM	WDCW	FRIENDS WKND
05/06/2012 05:19:35 PM	WTTG	NASCAR SPR/AARON'S/POST
05/06/2012 04:55:50 PM	WRC	STANLEY CUP PLAYOFFS-NBC
05/06/2012 04:03:20 PM	WRC	STANLEY CUP PLAYOFFS-NBC
05/06/2012 03:40:25 PM	WJLA	NBA BSKBL PLYF GM 1
05/06/2012 12:57:23 PM	WJLA	NBA COUNTDOWN/ABC
05/06/2012 11:55:48 AM	WUSA	THIS WEEK/DEFENSE NEWS

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Full Schedule Report



Product Name: Verizon FIOS : ISP/Phone/TV, Verizon FIOS Triple Play : ISP/Phone/TV
Title: Stop with Cable and Upgrade/827-3427
Length/Size: 60
First Date: 4/6/2012
Id: 3597742R

Date/Time	Source	Program
06/02/2012 02:15:50 PM	WUSA	P ALLEN SMITH GARDENS
05/31/2012 02:22:39 PM	WTTG	JUDGE ALEX
05/30/2012 03:19:25 PM	WTTG	JUDGE JUDY
05/30/2012 01:21:58 PM	WDCW	BILL CUNNINGHAM SHOW
05/30/2012 11:29:53 AM	WUSA	PRICE IS RIGHT-CBS
05/29/2012 05:27:07 PM	WTTG	NEWS
05/25/2012 12:47:31 PM	WTTG	JEREMY KYLE SHOW
05/24/2012 11:34:18 AM	WTTG	DR OZ SHOW
05/24/2012 09:25:42 AM	WTTG	FOX MORNING NEWS
05/22/2012 01:10:45 PM	WDCW	BILL CUNNINGHAM SHOW
05/22/2012 12:14:24 PM	WUSA	9 NEWS NOW AT NOON
05/21/2012 03:38:45 PM	WTTG	JUDGE JUDY
05/19/2012 07:28:30 PM	WUSA	PAID PROGRAM
05/18/2012 09:56:41 AM	WTTG	FOX MORNING NEWS
05/17/2012 11:14:36 AM	WTTG	DR OZ SHOW
05/13/2012 09:38:08 AM	WJLA	WASHINGTON BUSINESS RPT
05/11/2012 06:54:18 PM	WTTG	TMZ
05/11/2012 03:47:50 PM	WTTG	JUDGE JUDY
05/08/2012 03:56:33 PM	WTTG	JUDGE JUDY
05/07/2012 11:24:48 AM	WTTG	DR OZ SHOW

REDACTED - FOR PUBLIC INSPECTION

05/07/2012 09:22:35 AM	WTTG	FOX MORNING NEWS
04/21/2012 07:42:16 PM	WUSA	MCLAUGHLIN GROUP
04/21/2012 07:28:30 PM	WUSA	PAID PROGRAM
04/21/2012 06:23:16 PM	WUSA	9NEWS NOW SATURDAY AT 6P
04/21/2012 05:58:40 PM	WDCA	JUDGE JOE BROWN WKND
04/21/2012 05:50:20 PM	WDCA	JUDGE JOE BROWN WKND
04/21/2012 09:58:55 AM	WDCA	PAID PROGRAM
04/21/2012 09:58:30 AM	WTTG	PAID PROGRAM
04/21/2012 09:28:55 AM	WDCA	PAID PROGRAM
04/20/2012 06:47:59 PM	WDCA	JUDGE JOE BROWN
04/20/2012 04:35:50 PM	WTTG	DR OZ SHOW
04/20/2012 04:19:07 PM	WDCA	JUDGE JOE BROWN
04/20/2012 04:08:05 PM	WDCA	JUDGE JOE BROWN
04/20/2012 03:25:36 PM	WTTG	JUDGE JUDY
04/20/2012 02:53:29 PM	WTTG	JUDGE ALEX
04/20/2012 02:52:34 PM	WDCA	WENDY WILLIAMS SHOW
04/20/2012 02:21:19 PM	WRC	NATE BERKUS SHOW
04/20/2012 01:55:36 PM	WDCW	BILL CUNNINGHAM SHOW
04/20/2012 01:31:56 PM	WDCA	SANFORD AND SON
04/20/2012 01:12:16 PM	WDCW	BILL CUNNINGHAM SHOW
04/20/2012 12:58:40 PM	WTTG	JEREMY KYLE SHOW
04/20/2012 12:51:38 PM	WJLA	WHO WANTS/MILLIONAIRE
04/20/2012 12:42:15 PM	WTTG	JEREMY KYLE SHOW
04/20/2012 12:41:46 PM	WDCA	JEFFERSONS
04/20/2012 12:33:09 PM	WRC	ACCESS HOLLYWOOD LIVE
04/20/2012 12:30:59 PM	WTTG	JEREMY KYLE SHOW
04/20/2012 12:28:11 PM	WDCW	STEVE WILKOS SHOW
04/20/2012 12:22:34 PM	WUSA	9 NEWS NOW AT NOON
04/20/2012 11:10:14 AM	WRC	NEWS 4 MIDDAY
04/20/2012 10:58:31 AM	WRC	TODAY SHOW III
04/20/2012 10:49:15 AM	WJLA	RACHAEL RAY
04/20/2012 10:27:38 AM	WRC	TODAY SHOW III
04/20/2012 10:23:05 AM	WJLA	RACHAEL RAY

REDACTED - FOR PUBLIC INSPECTION

04/20/2012 09:52:26 AM	WJLA	LIVE! WITH KELLY
04/20/2012 09:49:54 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/20/2012 09:28:12 AM	WJLA	LIVE! WITH KELLY
04/20/2012 09:27:45 AM	WDCW	JUDGE MATHIS
04/20/2012 09:15:57 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/19/2012 03:09:46 PM	WTTG	JUDGE JUDY
04/19/2012 02:54:14 PM	WRC	NATE BERKUS SHOW
04/19/2012 02:42:38 PM	WDCW	MAURY
04/19/2012 01:58:50 PM	WUSA	BOLD AND THE BEAUTIFUL
04/19/2012 01:34:20 PM	WDCW	BILL CUNNINGHAM SHOW
04/19/2012 01:29:00 PM	WTTG	SWIFT JUSTICE WITH JACKI
04/19/2012 01:25:52 PM	WDCA	SANFORD AND SON
04/19/2012 12:55:39 PM	WDCW	STEVE WILKOS SHOW
04/19/2012 12:47:43 PM	WJLA	WHO WANTS/MILLIONAIRE
04/19/2012 12:37:48 PM	WTTG	JEREMY KYLE SHOW
04/19/2012 12:33:34 PM	WRC	ACCESS HOLLYWOOD LIVE
04/19/2012 12:21:01 PM	WTTG	JEREMY KYLE SHOW
04/19/2012 11:58:25 AM	WRC	NEWS 4 MIDDAY
04/19/2012 11:30:49 AM	WDCW	PEOPLES COURT
04/19/2012 11:28:56 AM	WRC	NEWS 4 MIDDAY
04/19/2012 11:13:36 AM	WRC	NEWS 4 MIDDAY
04/19/2012 10:58:15 AM	WRC	TODAY SHOW III
04/19/2012 09:58:28 AM	WJLA	LIVE! WITH KELLY
04/18/2012 06:54:58 PM	WDCA	JUDGE JOE BROWN
04/18/2012 06:24:59 PM	WDCA	JUDGE JUDY
04/18/2012 05:13:43 PM	WTTG	NEWS
04/18/2012 04:53:32 PM	WDCA	AMERICA'S COURT/JUDGE RS
04/18/2012 03:55:22 PM	WTTG	JUDGE JUDY
04/18/2012 02:59:00 PM	WJLA	REVOLUTION-ABC
04/18/2012 02:24:06 PM	WTTG	JUDGE ALEX
04/18/2012 02:22:18 PM	WRC	NATE BERKUS SHOW
04/18/2012 01:53:02 PM	WTTG	SWIFT JUSTICE WITH JACKI
04/18/2012 01:34:01 PM	WJLA	CHEW-ABC

04/18/2012 01:28:45 PM	WTTG	SWIFT JUSTICE WITH JACKI
04/18/2012 01:23:06 PM	WDCA	SANFORD AND SON
04/18/2012 12:55:20 PM	WRC	ACCESS HOLLYWOOD LIVE
04/18/2012 12:53:53 PM	WDCW	STEVE WILKOS SHOW
04/18/2012 12:48:50 PM	WTTG	JEREMY KYLE SHOW
04/18/2012 12:23:03 PM	WRC	ACCESS HOLLYWOOD LIVE
04/18/2012 12:13:13 PM	WUSA	9 NEWS NOW AT NOON
04/18/2012 11:52:59 AM	WRC	NEWS 4 MIDDAY
04/18/2012 11:38:15 AM	WTTG	DR OZ SHOW
04/18/2012 11:28:02 AM	WUSA	PRICE IS RIGHT-CBS
04/18/2012 10:55:57 AM	WTTG	WENDY WILLIAMS SHOW
04/18/2012 10:51:50 AM	WDCW	PEOPLES COURT
04/18/2012 10:48:41 AM	WJLA	RACHAEL RAY
04/18/2012 10:31:55 AM	WJLA	RACHAEL RAY
04/18/2012 09:50:54 AM	WJLA	LIVE! WITH KELLY
04/18/2012 09:50:20 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/18/2012 09:29:42 AM	WJLA	LIVE! WITH KELLY
04/17/2012 06:54:31 PM	WTTG	TMZ
04/17/2012 06:28:35 PM	WDCA	JUDGE JUDY
04/17/2012 05:56:48 PM	WTTG	NEWS
04/17/2012 05:39:04 PM	WTTG	NEWS
04/17/2012 04:16:34 PM	WTTG	DR OZ SHOW
04/17/2012 02:50:50 PM	WDCW	MAURY
04/17/2012 02:44:52 PM	WTTG	JUDGE ALEX
04/17/2012 02:16:08 PM	WTTG	JUDGE ALEX
04/17/2012 01:58:45 PM	WRC	DAYS OF OUR LIVES
04/17/2012 01:58:32 PM	WDCA	SANFORD AND SON
04/17/2012 01:34:14 PM	WJLA	CHEW-ABC
04/17/2012 01:33:32 PM	WDCW	BILL CUNNINGHAM SHOW
04/17/2012 01:28:55 PM	WTTG	SWIFT JUSTICE WITH JACKI
04/17/2012 12:47:12 PM	WJLA	WHO WANTS/MILLIONAIRE
04/17/2012 12:31:12 PM	WDCA	JEFFERSONS
04/17/2012 12:20:33 PM	WDCW	STEVE WILKOS SHOW

04/17/2012 11:59:00 AM	WUSA	PRICE IS RIGHT-CBS
04/17/2012 11:58:56 AM	WRC	NEWS 4 MIDDAY
04/17/2012 11:53:54 AM	WTTG	DR OZ SHOW
04/17/2012 11:28:03 AM	WRC	NEWS 4 MIDDAY
04/17/2012 11:12:54 AM	WDCW	PEOPLES COURT
04/17/2012 10:29:14 AM	WJLA	RACHAEL RAY
04/17/2012 10:04:57 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/17/2012 09:48:47 AM	WJLA	LIVE! WITH KELLY
04/17/2012 09:37:52 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/17/2012 08:27:05 AM	WTTG	FOX MORNING NEWS
04/16/2012 11:53:29 PM	WJLA	ABC NEWS:NIGHTLINE
04/16/2012 07:11:41 PM	WJLA	WHEEL OF FORTUNE
04/16/2012 06:38:14 PM	WDCA	JUDGE JOE BROWN
04/16/2012 06:23:47 PM	WDCA	JUDGE JUDY
04/16/2012 06:08:40 PM	WJLA	NEWS
04/16/2012 05:23:35 PM	WDCA	DIVORCE COURT
04/16/2012 05:22:51 PM	WJLA	ABC 7 NEWS AT 5:00
04/16/2012 04:24:47 PM	WTTG	DR OZ SHOW
04/16/2012 02:51:19 PM	WDCW	MAURY
04/16/2012 02:45:41 PM	WTTG	JUDGE ALEX
04/16/2012 02:29:08 PM	WUSA	TALK-CBS
04/16/2012 02:15:03 PM	WTTG	JUDGE ALEX
04/16/2012 01:39:26 PM	WDCW	BILL CUNNINGHAM SHOW
04/16/2012 12:59:00 PM	WRC	ACCESS HOLLYWOOD LIVE
04/16/2012 12:58:25 PM	WDCA	JEFFERSONS
04/16/2012 12:52:54 PM	WJLA	WHO WANTS/MILLIONAIRE
04/16/2012 12:27:46 PM	WDCW	STEVE WILKOS SHOW
04/16/2012 12:19:29 PM	WTTG	JEREMY KYLE SHOW
04/16/2012 11:54:41 AM	WTTG	DR OZ SHOW
04/16/2012 11:27:53 AM	WUSA	PRICE IS RIGHT-CBS
04/16/2012 11:27:20 AM	WRC	NEWS 4 MIDDAY
04/16/2012 11:24:45 AM	WTTG	DR OZ SHOW
04/16/2012 11:22:38 AM	WRC	NEWS 4 MIDDAY

REDACTED - FOR PUBLIC INSPECTION

04/16/2012 11:13:06 AM	WTTG	DR OZ SHOW
04/16/2012 10:58:15 AM	WRC	TODAY SHOW III
04/16/2012 10:37:20 AM	WJLA	RACHAEL RAY
04/16/2012 10:30:35 AM	WDCW	PEOPLES COURT
04/16/2012 10:28:38 AM	WRC	TODAY SHOW III
04/16/2012 10:09:03 AM	WJLA	RACHAEL RAY
04/16/2012 09:44:14 AM	WJLA	LIVE! WITH KELLY
04/16/2012 09:04:26 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/16/2012 08:39:08 AM	WTTG	FOX MORNING NEWS
04/16/2012 12:03:31 AM	WRC	SPORTS FINAL
04/15/2012 11:48:36 PM	WUSA	SPORTS PLUS
04/15/2012 11:32:31 PM	WRC	NEWS 4 AT 11
04/15/2012 10:32:37 PM	WDCA	HOUSE WKND
04/15/2012 10:14:40 PM	WDCA	HOUSE WKND
04/15/2012 11:58:40 AM	WDCA	PAID PROGRAM
04/15/2012 11:41:38 AM	WJLA	UNIDENTIFIED PROGRAM
04/15/2012 10:57:55 AM	WJLA	THIS WEEK W/GEORGE STEPH
04/15/2012 10:28:40 AM	WDCA	PAID PROGRAM
04/15/2012 09:53:25 AM	WUSA	SUNDAY MORNING-CBS
04/15/2012 09:45:45 AM	WJLA	WASHINGTON BUSINESS RPT
04/15/2012 09:23:48 AM	WJLA	INSIDE WASHINGTON
04/14/2012 07:28:45 PM	WUSA	PAID PROGRAM
04/14/2012 05:25:04 PM	WDCA	TYLER PERRY'S HS/PYN WKN
04/14/2012 09:58:40 AM	WDCA	PAID PROGRAM
04/14/2012 09:28:05 AM	WRC	NEWS 4 TODAY
04/14/2012 09:27:55 AM	WDCA	QUIT YOUR JOB!
04/14/2012 09:11:46 AM	WRC	NEWS 4 TODAY
04/13/2012 06:47:44 PM	WDCA	JUDGE JOE BROWN
04/13/2012 05:45:52 PM	WDCA	DIVORCE COURT
04/13/2012 05:06:27 PM	WDCA	DIVORCE COURT
04/13/2012 03:38:31 PM	WTTG	JUDGE JUDY
04/13/2012 03:24:29 PM	WUSA	DOCTORS
04/13/2012 02:54:05 PM	WTTG	JUDGE ALEX

REDACTED - FOR PUBLIC INSPECTION

04/13/2012 02:49:34 PM	WDCW	MAURY
04/13/2012 02:28:25 PM	WTTG	JUDGE ALEX
04/13/2012 02:27:21 PM	WUSA	TALK-CBS
04/13/2012 02:22:33 PM	WDCW	MAURY
04/13/2012 01:57:43 PM	WJLA	CHEW-ABC
04/13/2012 01:10:24 PM	WDCW	BILL CUNNINGHAM SHOW
04/13/2012 12:58:55 PM	WDCA	JEFFERSONS
04/13/2012 12:31:38 PM	WDCA	JEFFERSONS
04/13/2012 12:28:20 PM	WUSA	9 NEWS NOW AT NOON
04/13/2012 12:21:21 PM	WTTG	JEREMY KYLE SHOW
04/13/2012 11:59:00 AM	WJLA	VIEW-ABC
04/13/2012 11:55:09 AM	WDCA	TYLER PERRY'S MEET/BROWN
04/13/2012 11:26:59 AM	WTTG	DR OZ SHOW
04/13/2012 11:26:05 AM	WRC	NEWS 4 MIDDAY
04/13/2012 11:17:12 AM	WDCW	PEOPLES COURT
04/13/2012 11:15:30 AM	WTTG	DR OZ SHOW
04/13/2012 11:11:14 AM	WRC	NEWS 4 MIDDAY
04/13/2012 10:58:25 AM	WJLA	RACHAEL RAY
04/13/2012 10:24:57 AM	WTTG	WENDY WILLIAMS SHOW
04/13/2012 09:55:53 AM	WRC	TODAY SHOW II
04/13/2012 09:55:49 AM	WJLA	LIVE! WITH KELLY
04/13/2012 09:41:07 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/12/2012 04:36:15 PM	WTTG	DR OZ SHOW
04/12/2012 03:25:46 PM	WTTG	JUDGE JUDY
04/12/2012 02:58:27 PM	WTTG	JUDGE ALEX
04/12/2012 02:56:24 PM	WDCA	WENDY WILLIAMS SHOW
04/12/2012 02:53:15 PM	WRC	NATE BERKUS SHOW
04/12/2012 02:30:25 PM	WUSA	TALK-CBS
04/12/2012 02:26:57 PM	WRC	NATE BERKUS SHOW
04/12/2012 02:23:02 PM	WTTG	JUDGE ALEX
04/12/2012 01:56:31 PM	WDCW	BILL CUNNINGHAM SHOW
04/12/2012 01:52:16 PM	WTTG	SWIFT JUSTICE WITH JACKI
04/12/2012 01:40:40 PM	WDCA	SANFORD AND SON

REDACTED - FOR PUBLIC INSPECTION

04/12/2012 01:37:10 PM	WJLA	CHEW-ABC
04/12/2012 01:21:29 PM	WDCA	SANFORD AND SON
04/12/2012 01:12:32 PM	WDCW	BILL CUNNINGHAM SHOW
04/12/2012 12:58:32 PM	WTTG	JEREMY KYLE SHOW
04/12/2012 12:19:46 PM	WDCW	STEVE WILKOS SHOW
04/12/2012 11:51:36 AM	WDCW	PEOPLES COURT
04/12/2012 11:31:52 AM	WJLA	VIEW-ABC
04/12/2012 11:25:20 AM	WDCA	EVERYBODY HTS CHRIS
04/12/2012 10:54:36 AM	WJLA	RACHAEL RAY
04/12/2012 10:21:43 AM	WJLA	RACHAEL RAY
04/12/2012 09:58:24 AM	WJLA	LIVE! WITH KELLY
04/12/2012 09:55:52 AM	WRC	TODAY SHOW II
04/12/2012 09:25:48 AM	WDCW	JUDGE MATHIS
04/12/2012 09:23:21 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/11/2012 06:28:29 PM	WTTG	FOX 5 NEWS EDGE AT 6 PM
04/11/2012 05:13:32 PM	WTTG	NEWS
04/11/2012 03:56:25 PM	WTTG	JUDGE JUDY
04/11/2012 03:30:45 PM	WUSA	DOCTORS
04/11/2012 02:29:38 PM	WUSA	TALK-CBS
04/11/2012 02:17:30 PM	WTTG	JUDGE ALEX
04/11/2012 01:23:09 PM	WTTG	SWIFT JUSTICE WITH JACKI
04/11/2012 01:13:47 PM	WDCA	SANFORD AND SON
04/11/2012 12:59:00 PM	WRC	ACCESS HOLLYWOOD LIVE
04/11/2012 12:56:29 PM	WDCW	STEVE WILKOS SHOW
04/11/2012 12:32:32 PM	WTTG	JEREMY KYLE SHOW
04/11/2012 12:32:23 PM	WRC	ACCESS HOLLYWOOD LIVE
04/11/2012 12:28:45 PM	WDCA	JEFFERSONS
04/11/2012 12:23:43 PM	WUSA	9 NEWS NOW AT NOON
04/11/2012 12:22:08 PM	WTTG	JEREMY KYLE SHOW
04/11/2012 12:12:13 PM	WDCA	JEFFERSONS
04/11/2012 11:59:00 AM	WJLA	VIEW-ABC
04/11/2012 11:58:31 AM	WRC	NEWS 4 MIDDAY
04/11/2012 11:36:24 AM	WTTG	DR OZ SHOW

04/11/2012 11:29:10 AM	WRC	NEWS 4 MIDDAY
04/11/2012 10:58:01 AM	WRC	TODAY SHOW III
04/11/2012 09:58:26 AM	WRC	TODAY SHOW II
04/11/2012 09:51:59 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/11/2012 09:15:49 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/10/2012 06:54:28 PM	WTTG	TMZ
04/10/2012 06:28:20 PM	WDCA	JUDGE JUDY
04/10/2012 05:38:16 PM	WDCA	DIVORCE COURT
04/10/2012 04:30:53 PM	WUSA	DR PHIL
04/10/2012 03:54:00 PM	WUSA	DOCTORS
04/10/2012 03:47:52 PM	WTTG	JUDGE JUDY
04/10/2012 03:30:11 PM	WRC	ELLEN DEGENERES SHOW
04/10/2012 02:28:11 PM	WJLA	REVOLUTION-ABC
04/10/2012 01:59:00 PM	WRC	DAYS OF OUR LIVES
04/10/2012 01:58:51 PM	WUSA	BOLD AND THE BEAUTIFUL
04/10/2012 01:55:05 PM	WDCA	SANFORD AND SON
04/10/2012 01:53:20 PM	WTTG	SWIFT JUSTICE WITH JACKI
04/10/2012 01:31:54 PM	WDCW	BILL CUNNINGHAM SHOW
04/10/2012 12:58:14 PM	WJLA	WHO WANTS/MILLIONAIRE
04/10/2012 12:48:04 PM	WTTG	JEREMY KYLE SHOW
04/10/2012 12:30:16 PM	WTTG	JEREMY KYLE SHOW
04/10/2012 12:21:06 PM	WTTG	JEREMY KYLE SHOW
04/10/2012 11:59:00 AM	WUSA	PRICE IS RIGHT-CBS
04/10/2012 11:59:00 AM	WJLA	VIEW-ABC
04/10/2012 11:53:13 AM	WDCW	PEOPLES COURT
04/10/2012 11:43:25 AM	WRC	NEWS 4 MIDDAY
04/10/2012 11:12:28 AM	WRC	NEWS 4 MIDDAY
04/10/2012 10:47:12 AM	WDCW	PEOPLES COURT
04/10/2012 10:24:27 AM	WJLA	RACHAEL RAY
04/10/2012 09:58:40 AM	WJLA	LIVE! WITH KELLY
04/10/2012 09:28:45 AM	WDCW	JUDGE MATHIS
04/10/2012 09:27:16 AM	WTTG	FOX MORNING NEWS
04/10/2012 08:39:49 AM	WTTG	FOX MORNING NEWS

REDACTED - FOR PUBLIC INSPECTION

04/09/2012 07:16:50 PM	WJLA	WHEEL OF FORTUNE
04/09/2012 05:46:59 PM	WDCA	DIVORCE COURT
04/09/2012 05:43:21 PM	WJLA	ABC 7 NEWS AT 5:00
04/09/2012 05:42:18 PM	WTTG	NEWS
04/09/2012 04:37:22 PM	WJLA	ANDERSON
04/09/2012 01:41:42 PM	WDCW	BILL CUNNINGHAM SHOW
04/09/2012 01:34:38 PM	WJLA	CHEW-ABC
04/09/2012 01:28:21 PM	WDCA	SANFORD AND SON
04/09/2012 01:22:31 PM	WTTG	SWIFT JUSTICE WITH JACKI
04/09/2012 12:43:19 PM	WJLA	WHO WANTS/MILLIONAIRE
04/09/2012 12:16:22 PM	WUSA	9 NEWS NOW AT NOON
04/09/2012 11:58:26 AM	WRC	NEWS 4 MIDDAY
04/09/2012 11:48:57 AM	WRC	NEWS 4 MIDDAY
04/09/2012 11:29:36 AM	WRC	NEWS 4 MIDDAY
04/09/2012 11:13:16 AM	WDCA	EVERYBODY HTS CHRIS
04/09/2012 10:58:40 AM	WJLA	RACHAEL RAY
04/09/2012 10:46:05 AM	WDCW	PEOPLES COURT
04/09/2012 10:41:57 AM	WTTG	WENDY WILLIAMS SHOW
04/09/2012 10:34:25 AM	WJLA	RACHAEL RAY
04/09/2012 10:24:18 AM	WDCW	PEOPLES COURT
04/09/2012 10:14:29 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/09/2012 09:58:38 AM	WJLA	LIVE! WITH KELLY
04/09/2012 09:36:04 AM	WDCW	JUDGE MATHIS
04/09/2012 09:35:37 AM	WJLA	LIVE! WITH KELLY
04/09/2012 12:47:45 AM	WUSA	SPORTS PLUS
04/08/2012 11:54:37 PM	WJLA	ABC7 NEWS WEEKLY
04/08/2012 11:53:57 PM	WTTG	EVERYBODY/RAYMOND WKND
04/08/2012 07:43:43 PM	WJLA	AMERICA'S/HOME VIDEOS
04/08/2012 06:19:37 PM	WDCA	BONES
04/08/2012 05:58:28 PM	WJLA	CELEBRATION OF EASTER
04/08/2012 05:04:39 PM	WDCA	HOUSE WKND
04/08/2012 04:43:30 PM	WTTG	MESSENGER:STORY/JOAN/ARC
04/08/2012 04:36:38 PM	WDCA	UNIT

REDACTED - FOR PUBLIC INSPECTION

04/08/2012 02:04:42 PM	WRC	NBC4 PRESENTS/WASHINGTON
04/08/2012 01:27:14 PM	WRC	PEARLIE-NBC
04/08/2012 12:57:54 PM	WRC	WILLA'S WILD LIFE-NBC
04/08/2012 10:58:40 AM	WDCA	PAID PROGRAM
04/07/2012 11:59:00 PM	WDCA	LAW & ORDER
04/07/2012 11:15:23 PM	WDCA	LAW & ORDER
04/07/2012 07:53:27 PM	WRC	ACCESS HOLLYWOOD WKND
04/07/2012 07:17:48 PM	WRC	ACCESS HOLLYWOOD WKND
04/07/2012 12:57:09 PM	WRC	BABAR-NBC
04/07/2012 12:27:57 PM	WRC	JANE AND THE DRAGON-NBC
04/07/2012 11:57:57 AM	WRC	SHELLDON-NBC
04/07/2012 10:05:46 AM	WRC	NEWS 4 TODAY
04/07/2012 09:58:45 AM	WDCA	PAID PROGRAM
04/07/2012 09:57:25 AM	WUSA	CBS THIS MORNING-SAT
04/07/2012 09:28:40 AM	WDCA	TAKE YOUR SHIRT OFF!
04/07/2012 09:27:46 AM	WUSA	CBS THIS MORNING-SAT
04/06/2012 06:55:22 PM	WDCA	JUDGE JOE BROWN
04/06/2012 06:48:19 PM	WDCA	JUDGE JOE BROWN
04/06/2012 06:17:38 PM	WDCA	JUDGE JUDY
04/06/2012 05:55:19 PM	WUSA	9 NEWS NOW AT 5 PM
04/06/2012 04:40:38 PM	WTTG	DR OZ SHOW
04/06/2012 02:37:13 PM	WTTG	JUDGE ALEX
04/06/2012 02:34:42 PM	WDCA	WENDY WILLIAMS SHOW
04/06/2012 02:30:47 PM	WDCW	MAURY
04/06/2012 02:11:13 PM	WDCW	MAURY
04/06/2012 01:43:18 PM	WDCW	BILL CUNNINGHAM SHOW
04/06/2012 12:59:00 PM	WRC	ACCESS HOLLYWOOD LIVE
04/06/2012 11:58:31 AM	WRC	NEWS 4 MIDDAY
04/06/2012 11:58:30 AM	WTTG	DR OZ SHOW
04/06/2012 11:26:25 AM	WRC	NEWS 4 MIDDAY
04/06/2012 11:23:38 AM	WTTG	DR OZ SHOW
04/06/2012 10:13:47 AM	WDCA	LAW & ORDER: CRIMINAL IN
04/06/2012 10:13:21 AM	WDCW	PEOPLES COURT

04/06/2012 09:28:22 AM

WDCA

LAW & ORDER: CRIMINAL IN

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Product Name: Verizon FIOS Triple Play :
ISP/Phone/TV
Title: Upgrade Your Whole Home Today
Length/Size: 60
First Date: 7/18/2012
Id: 3878796

Market	Source	Date/Time
WASHINGTON	WRQX-FM	07/22/2012 11:42:11 PM
WASHINGTON	WIHT-FM	07/22/2012 10:42:33 PM
WASHINGTON	WRQX-FM	07/22/2012 10:38:37 PM
WASHINGTON	WJFK-FM	07/22/2012 10:32:01 PM
WASHINGTON	WJFK-FM	07/22/2012 05:50:00 PM
WASHINGTON	WWDC-FM	07/22/2012 05:17:18 PM
WASHINGTON	WWDC-FM	07/22/2012 01:13:20 PM
WASHINGTON	WWDC-FM	07/22/2012 10:13:54 AM
WASHINGTON	WWDC-FM	07/22/2012 08:15:16 AM
WASHINGTON	WRQX-FM	07/21/2012 11:44:02 PM
WASHINGTON	WRQX-FM	07/21/2012 10:43:16 PM
WASHINGTON	WWDC-FM	07/21/2012 10:42:38 PM
WASHINGTON	WIHT-FM	07/21/2012 08:16:48 PM
WASHINGTON	WIHT-FM	07/21/2012 06:19:07 PM
WASHINGTON	WJFK-FM	07/21/2012 05:51:40 PM
WASHINGTON	WIHT-FM	07/21/2012 04:47:21 PM
WASHINGTON	WRQX-FM	07/21/2012 03:46:49 PM
WASHINGTON	WKYS-FM	07/21/2012 02:38:54 PM
WASHINGTON	WWDC-FM	07/21/2012 02:14:50 PM
WASHINGTON	WKYS-FM	07/21/2012 01:41:54 PM
WASHINGTON	WWDC-FM	07/21/2012 01:16:55 PM
WASHINGTON	WRQX-FM	07/21/2012 01:14:43 PM
WASHINGTON	WWDC-FM	07/21/2012 12:52:13 PM
WASHINGTON	WKYS-FM	07/21/2012 12:20:23 PM
WASHINGTON	WRQX-FM	07/21/2012 12:14:11 PM
WASHINGTON	WWDC-FM	07/21/2012 11:47:46 AM
WASHINGTON	WRQX-FM	07/21/2012 11:13:33 AM
WASHINGTON	WWDC-FM	07/21/2012 10:17:51 AM
WASHINGTON	WKYS-FM	07/21/2012 10:15:12 AM
WASHINGTON	WRQX-FM	07/21/2012 10:15:00 AM
WASHINGTON	WKYS-FM	07/21/2012 08:02:56 AM
WASHINGTON	WRQX-FM	07/20/2012 11:48:19 PM

WASHINGTON	WRQX-FM	07/20/2012 10:50:35 PM
WASHINGTON	WRQX-FM	07/20/2012 08:41:24 PM
WASHINGTON	WIHT-FM	07/20/2012 07:42:41 PM
WASHINGTON	WWDC-FM	07/20/2012 07:29:15 PM
WASHINGTON	WRQX-FM	07/20/2012 07:13:36 PM
WASHINGTON	WKYS-FM	07/20/2012 05:56:43 PM
WASHINGTON	WWDC-FM	07/20/2012 05:47:24 PM
WASHINGTON	WKYS-FM	07/20/2012 04:47:22 PM
WASHINGTON	WRQX-FM	07/20/2012 04:15:25 PM
WASHINGTON	WIHT-FM	07/20/2012 11:50:49 AM
WASHINGTON	WRQX-FM	07/20/2012 09:56:42 AM
WASHINGTON	WWDC-FM	07/20/2012 09:23:14 AM
WASHINGTON	WJFK-FM	07/20/2012 08:43:09 AM
WASHINGTON	WKYS-FM	07/20/2012 08:38:54 AM
WASHINGTON	WKYS-FM	07/20/2012 07:16:16 AM
WASHINGTON	WKYS-FM	07/20/2012 05:53:49 AM
WASHINGTON	WRQX-FM	07/20/2012 05:31:05 AM
WASHINGTON	WJFK-FM	07/20/2012 05:29:28 AM
WASHINGTON	WIHT-FM	07/20/2012 05:26:44 AM
WASHINGTON	WWDC-FM	07/20/2012 05:04:33 AM
WASHINGTON	WRQX-FM	07/19/2012 11:34:14 PM
WASHINGTON	WIHT-FM	07/19/2012 11:14:45 PM
WASHINGTON	WIHT-FM	07/19/2012 10:45:57 PM
WASHINGTON	WWDC-FM	07/19/2012 10:29:37 PM
WASHINGTON	WWDC-FM	07/19/2012 07:59:55 PM
WASHINGTON	WRQX-FM	07/19/2012 07:43:22 PM
WASHINGTON	WJFK-FM	07/19/2012 07:32:03 PM
WASHINGTON	WWDC-FM	07/19/2012 07:28:49 PM
WASHINGTON	WIHT-FM	07/19/2012 07:15:11 PM
WASHINGTON	WIHT-FM	07/19/2012 06:45:56 PM
WASHINGTON	WRQX-FM	07/19/2012 05:45:00 PM
WASHINGTON	WKYS-FM	07/19/2012 05:32:07 PM
WASHINGTON	WWDC-FM	07/19/2012 04:30:17 PM
WASHINGTON	WKYS-FM	07/19/2012 03:22:13 PM
WASHINGTON	WWDC-FM	07/19/2012 02:47:48 PM
WASHINGTON	WIHT-FM	07/19/2012 02:46:10 PM
WASHINGTON	WRQX-FM	07/19/2012 02:14:36 PM
WASHINGTON	WKYS-FM	07/19/2012 12:54:32 PM
WASHINGTON	WRQX-FM	07/19/2012 11:45:20 AM
WASHINGTON	WRQX-FM	07/19/2012 09:55:44 AM
WASHINGTON	WJFK-FM	07/19/2012 08:45:23 AM
WASHINGTON	WRQX-FM	07/19/2012 08:35:28 AM
WASHINGTON	WWDC-FM	07/19/2012 08:29:23 AM
WASHINGTON	WKYS-FM	07/19/2012 08:17:17 AM
WASHINGTON	WIHT-FM	07/19/2012 06:59:29 AM
WASHINGTON	WKYS-FM	07/19/2012 05:54:17 AM
WASHINGTON	WWDC-FM	07/19/2012 05:06:44 AM
WASHINGTON	WIHT-FM	07/18/2012 11:15:05 PM
WASHINGTON	WWDC-FM	07/18/2012 09:30:21 PM
WASHINGTON	WWDC-FM	07/18/2012 07:56:32 PM
WASHINGTON	WJFK-FM	07/18/2012 06:24:49 PM
WASHINGTON	WKYS-FM	07/18/2012 06:22:22 PM

WASHINGTON	WIHT-FM	07/18/2012 05:47:15 PM
WASHINGTON	WKYS-FM	07/18/2012 04:26:37 PM
WASHINGTON	WWDC-FM	07/18/2012 03:46:31 PM
WASHINGTON	WKYS-FM	07/18/2012 01:36:43 PM
WASHINGTON	WWDC-FM	07/18/2012 12:00:07 PM
WASHINGTON	WIHT-FM	07/18/2012 08:29:50 AM
WASHINGTON	WWDC-FM	07/18/2012 07:29:42 AM
WASHINGTON	WKYS-FM	07/18/2012 07:16:12 AM
WASHINGTON	WJFK-FM	07/18/2012 05:56:52 AM
WASHINGTON	WIHT-FM	07/18/2012 05:24:07 AM
WASHINGTON	WKYS-FM	07/18/2012 05:22:41 AM
WASHINGTON	WWDC-FM	07/18/2012 05:05:36 AM

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Product Name: Verizon FIOS Triple Play :
ISP/Phone/TV
Title: Don't Sit On the Fence
Length/Size: 60
First Date: 8/6/2012
Id: 3937358

Market	Source	Date/Time
WASHINGTON	WRQX-FM	08/06/2012 10:13:57 AM
WASHINGTON	WJFK-FM	08/06/2012 09:43:29 AM
WASHINGTON	WRQX-FM	08/06/2012 09:11:11 AM
WASHINGTON	WJFK-FM	08/06/2012 08:47:04 AM
WASHINGTON	WKYS-FM	08/06/2012 08:17:25 AM
WASHINGTON	WWDC-FM	08/06/2012 07:26:36 AM
WASHINGTON	WKYS-FM	08/06/2012 05:52:22 AM
WASHINGTON	WWDC-FM	08/06/2012 05:38:44 AM
WASHINGTON	WJFK-FM	08/06/2012 05:28:17 AM

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Product Name: Verizon FIOS Triple Play :
ISP/Phone/TV
Title: Get a Good Deal Today
Length/Size: 60
First Date: 9/10/2012
Id: 4037219

Market	Source	Date/Time
WASHINGTON	WWDC-FM	09/16/2012 11:59:38 PM
WASHINGTON	WIHT-FM	09/16/2012 10:15:48 PM
WASHINGTON	WWDC-FM	09/16/2012 09:24:44 PM
WASHINGTON	WJFK-FM	09/16/2012 05:32:23 PM
WASHINGTON	WWDC-FM	09/16/2012 03:51:29 PM
WASHINGTON	WJFK-FM	09/16/2012 03:17:21 PM
WASHINGTON	WJFK-FM	09/16/2012 02:16:51 PM
WASHINGTON	WJFK-FM	09/16/2012 01:15:55 PM
WASHINGTON	WJFK-FM	09/16/2012 10:03:31 AM
WASHINGTON	WWDC-FM	09/15/2012 11:46:22 PM
WASHINGTON	WKYS-FM	09/15/2012 10:56:03 PM
WASHINGTON	WWDC-FM	09/15/2012 10:17:26 PM
WASHINGTON	WRQX-FM	09/15/2012 10:15:08 PM
WASHINGTON	WIHT-FM	09/15/2012 08:15:46 PM
WASHINGTON	WIHT-FM	09/15/2012 05:44:39 PM
WASHINGTON	WRQX-FM	09/15/2012 02:41:20 PM
WASHINGTON	WWDC-FM	09/15/2012 12:56:54 PM
WASHINGTON	WRQX-FM	09/15/2012 12:12:40 PM
WASHINGTON	WWDC-FM	09/15/2012 11:47:44 AM
WASHINGTON	WKYS-FM	09/15/2012 11:36:03 AM
WASHINGTON	WKYS-FM	09/15/2012 06:56:37 AM
WASHINGTON	WRQX-FM	09/14/2012 11:25:58 PM
WASHINGTON	WWDC-FM	09/14/2012 07:29:00 PM
WASHINGTON	WJFK-FM	09/14/2012 06:18:44 PM
WASHINGTON	WIHT-FM	09/14/2012 05:12:39 PM
WASHINGTON	WRQX-FM	09/14/2012 04:44:31 PM
WASHINGTON	WKYS-FM	09/14/2012 04:12:58 PM
WASHINGTON	WKYS-FM	09/14/2012 10:37:14 AM
WASHINGTON	WIHT-FM	09/14/2012 09:01:47 AM
WASHINGTON	WWDC-FM	09/14/2012 06:15:16 AM
WASHINGTON	WRQX-FM	09/14/2012 05:53:13 AM
WASHINGTON	WKYS-FM	09/14/2012 05:11:40 AM

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WASHINGTON	WKYS-FM	09/13/2012 11:13:32 PM
WASHINGTON	WRQX-FM	09/13/2012 07:43:25 PM
WASHINGTON	WWDC-FM	09/13/2012 06:28:23 PM
WASHINGTON	WKYS-FM	09/13/2012 05:59:25 PM
WASHINGTON	WKYS-FM	09/13/2012 01:13:11 PM
WASHINGTON	WRQX-FM	09/13/2012 08:14:25 AM
WASHINGTON	WKYS-FM	09/13/2012 05:48:20 AM
WASHINGTON	WJFK-FM	09/13/2012 05:43:04 AM
WASHINGTON	WIHT-FM	09/13/2012 05:22:28 AM
WASHINGTON	WRQX-FM	09/12/2012 11:54:24 PM
WASHINGTON	WKYS-FM	09/12/2012 09:27:09 PM
WASHINGTON	WWDC-FM	09/12/2012 07:59:54 PM
WASHINGTON	WIHT-FM	09/12/2012 06:18:50 PM
WASHINGTON	WKYS-FM	09/12/2012 04:10:30 PM
WASHINGTON	WWDC-FM	09/12/2012 06:28:27 AM
WASHINGTON	WRQX-FM	09/12/2012 05:57:20 AM
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WASHINGTON	WIHT-FM	09/11/2012 10:17:04 PM
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WASHINGTON	WWDC-FM	09/11/2012 07:27:41 PM
WASHINGTON	WRQX-FM	09/11/2012 04:13:07 PM
WASHINGTON	WJFK-FM	09/11/2012 03:48:23 PM
WASHINGTON	WWDC-FM	09/11/2012 01:49:18 PM
WASHINGTON	WRQX-FM	09/11/2012 10:44:54 AM
WASHINGTON	WIHT-FM	09/11/2012 08:59:57 AM
WASHINGTON	WKYS-FM	09/11/2012 07:13:14 AM
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WASHINGTON	WJFK-FM	09/11/2012 05:25:43 AM
WASHINGTON	WIHT-FM	09/10/2012 11:42:50 PM
WASHINGTON	WKYS-FM	09/10/2012 11:42:19 PM
WASHINGTON	WWDC-FM	09/10/2012 10:30:00 PM
WASHINGTON	WRQX-FM	09/10/2012 07:45:59 PM
WASHINGTON	WIHT-FM	09/10/2012 06:14:16 PM
WASHINGTON	WWDC-FM	09/10/2012 04:32:09 PM
WASHINGTON	WKYS-FM	09/10/2012 04:11:30 PM
WASHINGTON	WJFK-FM	09/10/2012 03:48:15 PM
WASHINGTON	WKYS-FM	09/10/2012 01:11:57 PM
WASHINGTON	WRQX-FM	09/10/2012 12:13:32 PM
WASHINGTON	WJFK-FM	09/10/2012 06:25:32 AM
WASHINGTON	WKYS-FM	09/10/2012 05:33:08 AM
WASHINGTON	WWDC-FM	09/10/2012 05:20:58 AM
WASHINGTON	WJFK-FM	09/10/2012 05:18:16 AM

CERTIFICATE OF SERVICE

I, Deborah D. Williams, do hereby certify on this 16th day of October, 2012 that a true and correct copy of the foregoing "Petition for Special Relief" has been sent via U.S. mail, postage prepaid to the following:

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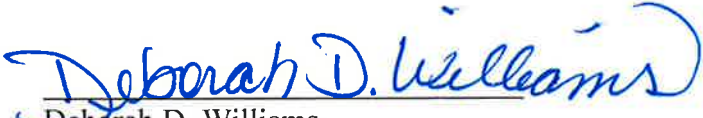
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Deborah D. Williams